

PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Joerns Healthcare, LLC	11/02/2012

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 W Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	6736468
Patent Number:	D497742
Patent Number:	D499579
Patent Number:	D500220
Patent Number:	D506326
Patent Number:	D507912
Patent Number:	D509681
Patent Number:	D514849
Patent Number:	7921486
Patent Number:	7921485
Patent Number:	8122534

CORRESPONDENCE DATA

Fax Number: 3125774565  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-577-8265

CH \$440.00 6736468

Email: kristin.brozovic@kattenlaw.com  
Correspondent Name: Kristin Brozovic c/o Katten  
Address Line 1: 525 W Monroe Street  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	339669-9
-------------------------	----------

NAME OF SUBMITTER:	Kristin Brozovic
--------------------	------------------

Total Attachments: 5  
source=Patent Security Agreement- Joerns HealthCare#page1.tif  
source=Patent Security Agreement- Joerns HealthCare#page2.tif  
source=Patent Security Agreement- Joerns HealthCare#page3.tif  
source=Patent Security Agreement- Joerns HealthCare#page4.tif  
source=Patent Security Agreement- Joerns HealthCare#page5.tif

THIS PATENT SECURITY AGREEMENT, dated as of November 2, 2012, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 6, 2010 (as the same has been and may further be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and L/C Issuers and for itself as a Lender (including Swingline Lender), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of August 6, 2010 in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

- (a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

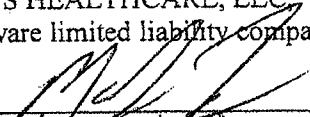
Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE  
FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

JOERNS HEALTHCARE, LLC  
a Delaware limited liability company, as Grantor

By:   
Name: Mark Ludwig  
Title: President & CEO

ACCEPTED AND AGREED  
as of the date first written above:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Duly Authorized Signatory

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

JOERNS HEALTHCARE, LLC,  
a Delaware limited liability company, as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND AGREED  
as of the date first written above:

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Agent

By:   
Name: Robert Wagner  
Title: Duly Authorized Signatory

## SCHEDULE 1

1. U.S. Patent No. 6,736,468 B1 for "Lockable Furniture Article for Storage of Personal Items," issued May 18, 2004.
2. U.S. Patent No. D497742 S for "Desk," issued November 2, 2004.
3. U.S. Patent No. D499579 S for "Armoire," issued December 14, 2004.
4. U.S. Patent No. D500220 S for "Desk Top," issued December 28, 2004.
5. U.S. Patent No. D506326 S for "Dresser," issued June 21, 2005.
6. U.S. Patent No. D507912 S for "Headboard," issued August 2, 2005.
7. U.S. Patent No. D509681 S for "Armoire," issued September 20, 2005.
8. U.S. Patent No. D514849 S for "Furniture Panel," issued February 14, 2006.
9. U.S. Publication No. 2009/0293,197 A1 for "Width Adjustment Accessory for Use with Beds," published December 3, 2009.
10. U.S. Publication No. 2010/0064,442 A1 for "Patient Load Support for Use with Elongate Beds," published March 18, 2010.
11. U.S. Publication No. 2010/0077,548 A1 for "Visual Indicator Assembly for Brake for Bed," published April 1, 2010.
12. U.S. Patent No. 7,921,486 B2 for "Multi-Position Support for a Folding Patient Lift Device," issued April 12, 2011.
13. U.S. Patent No. 7,921,485 B2 for "Folding Patient Lift Device," issued April 12, 2011.
14. U.S. Publication No. 2011/0289,681 A1 for "Caster Arrangement for a Bariatric Lift Device," published December 1, 2011.
15. U.S. Publication No. 2011/0302,711 A1 for "Side Push Handles for a Patient Lift," published December 15, 2011.
16. U.S. Patent No. 8,122,534 B2 for "Multi-Position Support for a Folding Patient Lift Device," issued February 28, 2012.