502226218 02/11/2013

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
Wound Care Centers, Inc.	02/05/2013

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Second Lien Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H1C4		

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6200272

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: daniel.cote@thomsonreuters.com

Correspondent Name: Robin Riley

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Robin Riley

Total Attachments: 6

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PATENT REEL: 029787 FRAME: 0149 OP \$40.00 6200272

GRANT OF SECURITY INTEREST IN PATENTS

GRANT OF SECURITY INTEREST IN PATENTS (this "Patent Security Agreement"), dated as of February 5, 2013, by WOUND CARE CENTERS, INC. (the "Grantor"), in favor of ROYAL BANK OF CANADA, as Collateral Agent, for the benefit of the Secured Parties. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Second Lien Guarantee and Collateral Agreement (referenced below).

WITNESSETH:

WHEREAS, Grantor entered into that certain Second Lien Guarantee and Collateral Agreement, dated as of February 5, 2013, by and among Grantor, certain of Grantor's affiliates, and Collateral Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated supplemented and/or otherwise modified from time to time, the "Second Lien Guarantee and Collateral Agreement");

WHEREAS, Grantor is required to execute and deliver to the Collateral Agent this Patent Security Agreement for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Second Lien Guarantee and Collateral Agreement.
- 2. <u>GRANT OF SECURITY INTEREST</u>. Grantor hereby grants to the Collateral Agent (or its successors or permitted assigns), for the benefit of the Secured Notes Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under any Patents, Patent Licenses and Patent applications (collectively, the "<u>Patent Collateral</u>"), whether now owned or existing or hereafter acquired or arising and wherever located, including those Patents, Patent Licenses and Patent applications set forth in <u>Schedule I</u>.
- 3. SECOND LIEN GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in furtherance, not in limitation of, the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Second Lien Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Second Lien Guarantee and Collateral Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement shall control.
- 4. <u>TERMINATION</u>. The undersigned Grantor and the Collateral Agent, for the benefit of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing Patent Collateral may only be terminated in accordance with the terms of the Second Lien Guarantee and Collateral Agreement. Upon termination of the security interest contemplated herein, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor

PATENT REEL: 029787 FRAME: 0150 within a reasonable time an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Patent Security Agreement, and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

5. <u>COUNTERPARTS</u>. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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PATENT REEL: 029787 FRAME: 0151 IN WITNESS WHEREOF, 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.

WOUND CARE CENTERS, INC.

Name: David Miles

Title: Chief Financial Officer

[Signature Page to Second Lien Patent Security Grant]

PATENT REEL: 029787 FRAME: 0152

ACCEPTED AND ACKNOWLEDGED BY:

ROYAL BANK OF CANADA, as Collateral Agent

Name:

Title:

Manager, Myerray

[Signature Page to Second Lien Patent Security Grant]

SCHEDULE I

to

PATENT SECURITY AGREEMENT

PATENTS, PATENT LICENSES, AND PATENT APPLICATIONS

Patent Title	Number	Issue Date	Expiration Date	Jurisdiction
* FOLDING				
CARD DEVICE				
FOR	6,200,272	3/13/2001	6/8/2019	U.S.
EVALUATING				
PROTECTIVE				
SENSATION				

^{*} Registered owner is Curative Health Services, Inc.

LEGAL_US_E # 102442491.2

PATENT RECORDED: 02/11/2013 REEL: 029787 FRAME: 0154