

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2785488

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
APEX MEDICAL CORPORATION		03/26/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	NXT CAPITAL, LLC, AS AGENT	
<b>Street Address:</b>	191 NORTH WACKER DRIVE, SUITE 1200	
<b>City:</b>	CHICAGO	
<b>State/Country:</b>	ILLINOIS	
<b>Postal Code:</b>	60661	
<b>PROPERTY NUMBERS Total: 21</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	D441601	
Patent Number:	D447923	
Patent Number:	5494598	
Patent Number:	5529205	
Patent Number:	5584086	
Patent Number:	7243826	
Patent Number:	7748554	
Patent Number:	8261925	
Patent Number:	D479051	
Patent Number:	D488618	
Patent Number:	D497246	
Patent Number:	D550852	
Patent Number:	D556333	
Patent Number:	D660042	
Patent Number:	6702383	
Application Number:	13373171	
Application Number:	13589949	
Application Number:	13651147	
Application Number:	29431391	
Application Number:	29431498	
Application Number:	61874786	

PATENT

**CORRESPONDENCE DATA****Fax Number:** (312)577-4565***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*****Phone:** 312-577-8265**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

<b>ATTORNEY DOCKET NUMBER:</b>	342663-66
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<b>NAME OF SUBMITTER:</b>	KRISTIN BROZOVIC
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<b>SIGNATURE:</b>	/Kristin Brozovic/
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<b>DATE SIGNED:</b>	03/26/2014
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**Total Attachments: 4**

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## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") made as of this 26<sup>th</sup> day of March, 2014, by Apex Medical Corporation, a South Dakota corporation ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

### WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of March 26, 2014 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders; and

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of March 26, 2014, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Collateral Agreement), and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a lien on and security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing and hereafter created, acquired or arising:

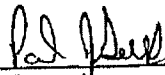
(i) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any such Patent.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the  
date first written above.

**APEX MEDICAL CORPORATION**

By   
Name: Paul Guth  
Title: Chief Executive Officer

Agreed and Accepted  
As of the Date First Written Above

**NXT CAPITAL, LLC,**  
as Agent

By  \_\_\_\_\_

Name: Milan Patel

Title: Duly Authorized Signatory

## SCHEDULE 1

### PATENTS AND PATENT APPLICATIONS

Title	Owner	Application/Registration No.
Utensil Holder	Apex Medical Corporation	D441601
Combination Container Opener	Apex Medical Corporation	D447923
Heat Exchange Medium and Articles for Use Thereof	Apex Medical Corporation	5494598
Hinge Assembly for a Container	Apex Medical Corporation	5529205
Therapeutic Pillow and Method	Apex Medical Corporation	5584086
Pill Box and Splitter with Blade Guard	Apex Medical Corporation	7243826
Interlocking Storage Units	Apex Medical Corporation	7748554
Interlocking Storage Units	Apex Medical Corporation	8261925
Universal Transfer Bench	Apex Medical Corporation	D479051
Pill Container	Apex Medical Corporation	D488618
Pill Bill	Apex Medical Corporation	D497246
Thermal Pack	Apex Medical Corporation	D550852
Therapeutic Thermal Pack	Apex Medical Corporation	D556333
Thermal Exchange Composition - Containing Packs with Color Signaling Covers	Apex Medical Corporation	13373171
Interlocking Storage Units	Apex Medical Corporation	13589949
Raised Toilet Seat Assembly	Apex Medical Corporation	13651147
Adapter Plate For Raised Toilet Seat Assembly	Apex Medical Corporation	29431391
Shoe For Raised Toilet Seat Assembly	Apex Medical Corporation	29431498
Collapsible Crutch	Apex Medical Corporation	61874786
Bath Bench	Apex Medical Corporation Higgs Medical Products, LLC	D660042
Electric Lifting Cushion	Carex Health Brands Canada Inc.	6,702,383