

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2900693

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
THERAPEARL LLC	06/16/2014

RECEIVING PARTY DATA

Name:	MADISON CAPITAL FUNDING LLC, AS AGENT
Street Address:	30 SOUTH WACKER DRIVE, SUITE 3700
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 34

Property Type	Number
Patent Number:	6916334
Application Number:	12794576
Patent Number:	D668345
Patent Number:	D701611
Application Number:	29433567
Patent Number:	D668344
Application Number:	29429143
Patent Number:	D693015
Application Number:	29433907
Application Number:	29429147
Application Number:	29429154
Application Number:	29429157
Patent Number:	D660447
Patent Number:	D660446
Patent Number:	D660445
Patent Number:	D660973
Application Number:	29435900
Application Number:	29435896
Application Number:	29435901
Application Number:	29480356
Patent Number:	D667957

PATENT

Property Type	Number
Patent Number:	D702849
Patent Number:	D703036
Patent Number:	D701114
Application Number:	29433805
Application Number:	29433806
Application Number:	29434757
Application Number:	29434760
Application Number:	29433570
Application Number:	29433568
Application Number:	29433566
Application Number:	29434763
Patent Number:	D668343
Application Number:	29435893

CORRESPONDENCE DATA

Fax Number: (312)863-7806

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: NANCY BROUGHER, PARALEGAL

Address Line 1: GOLDBERG KOHN LTD.

Address Line 2: 55 EAST MONROE STREET, SUITE 3300

Address Line 4: CHICAGO, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 4975.271

NAME OF SUBMITTER: NANCY BROUGHER

SIGNATURE: /njb/

DATE SIGNED: 06/17/2014

Total Attachments: 17

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PATENT SECURITY AGREEMENT

(PATENTS, PATENT APPLICATIONS AND PATENT LICENSES)

June 16, 2014

WHEREAS, TheraPearl LLC, a Maryland limited liability company (herein referred to as "Grantor"), owns the Patents listed on Schedule 1 annexed hereto, and is a party to the Patent Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of October 11, 2012 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among The Hygenic Corporation, as Borrower, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of October 11, 2012 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Agent (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Patent Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Patent (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Patent and Patent application referred to in Schedule 1 hereto;

(ii) each Patent License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 1 hereto, and all rights and benefits of Grantor under any Patent License, including, without limitation, any Patent License identified in Schedule 1 hereto.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

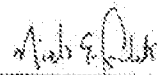
Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

THERAPEARL, LLC

By: 

Name: Niels Lichti

Title: Treasurer

Signature Page to Patent Security Agreement - Therapearl, LLC

PATENT
REEL: 033183 FRAME: 0460

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC,
as Agent**

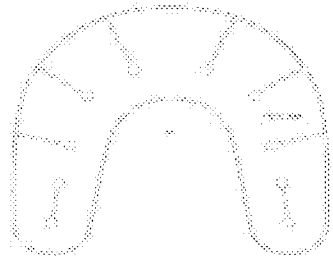
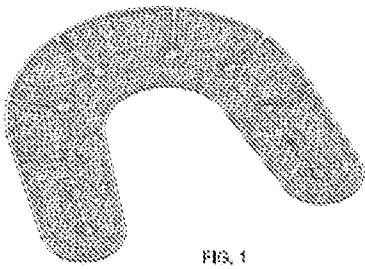
By: 
Name: **Robert Douglass**
Title: **Senior Vice President**


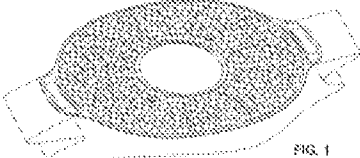
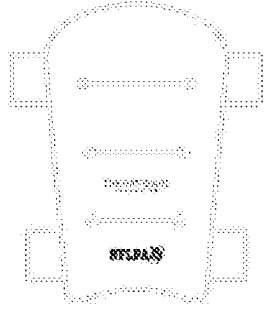
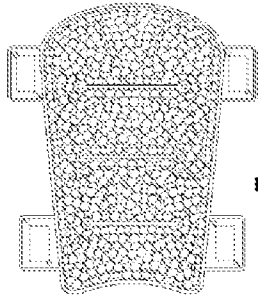
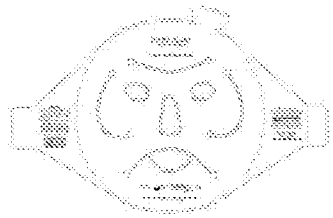
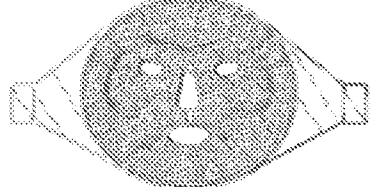

SCHEDULE 1
to
Patent Security Agreement

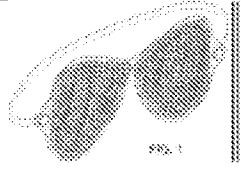
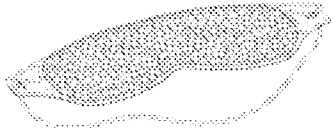

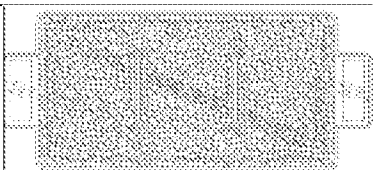

PATENTS AND PATENT LICENSES


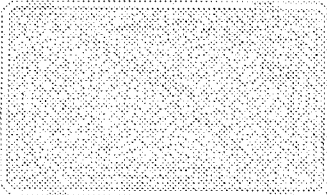
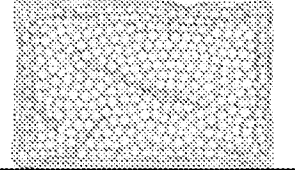
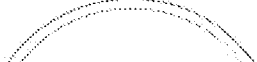
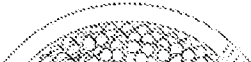
Application No.	Patent No.	Date of Filing	Date of Publication	Title
10/672,132	132/6,916,334	9/26/2003	7/12/2005	Thermal Pack for the Female Breast
12/794,576	---	6/4/2010	12/9/2010	Hot/Cold Temperature Treatment Apparatus

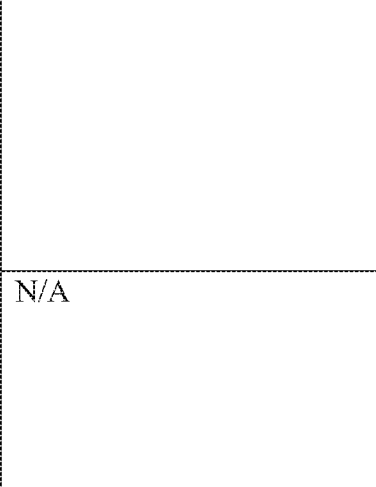
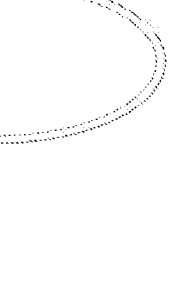

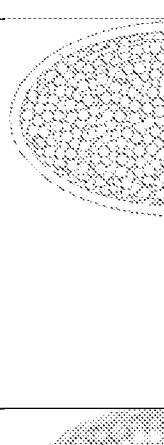
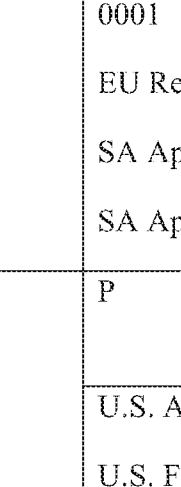
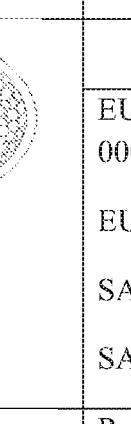
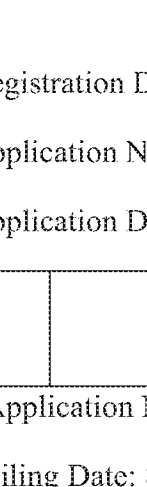
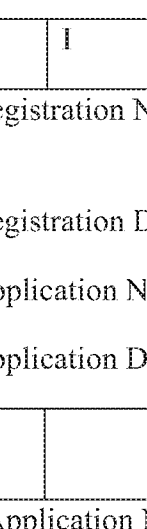
Industrial Design Rights:

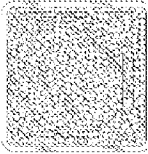
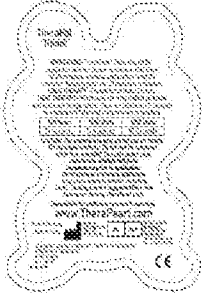
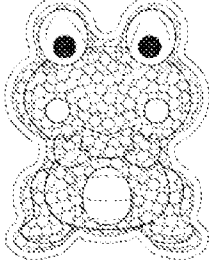


Design	Die Line	Image	US	EU	CA	B R	A U	S A
Neck			I	I	I	I	I	
			<p>U.S. Patent Number: USD 668,345</p> <p>U.S. Date of Patent: 10/2/12</p> <p>AU Registration Number: 342323</p> <p>AU Registration Date: 5/2/12</p> <p>BR Registration Number: BR302012001714-9</p> <p>BR Registration Date: 2/13/13</p> <p>CA Registration Number: 144330</p> <p>CA Registration 9/18/12</p> <p>EU Registration Number: 001321061-0003</p> <p>EU Registration Date: 4/5/12</p>					

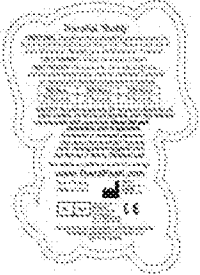
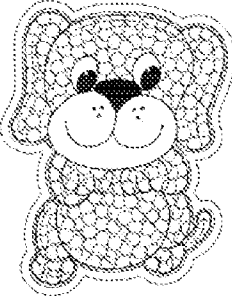
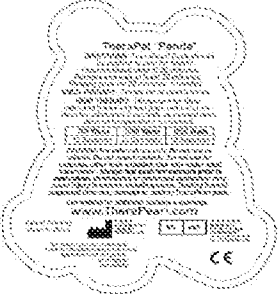
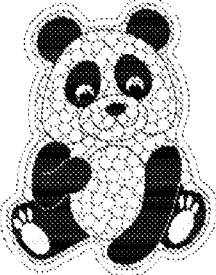
Design	Die Line	Image	US	EU	CA	B R	A U	S A
Knee		 FIG. 1	I	I	I			
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Shin		 1	I	I	I			
			U.S. Application Number: 29/433,567 U.S. Filing Date: 10/1/12 EU Registration Number: 001334767-0002 EU Registration Date: 7/13/12					
Face			I	I	I			
			U.S. Patent Number: USD668,3446S U.S. Date of Patent: 10/2/12 CA Registration Number: 144325 CA Registration Date: 9/26/12 EU Registration Number: 001311757-0002 EU Registration Date: 1/27/12					
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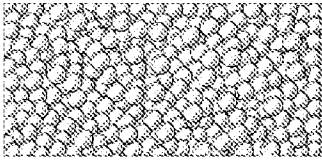
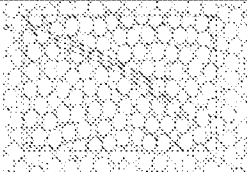
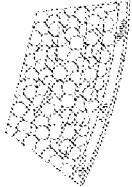
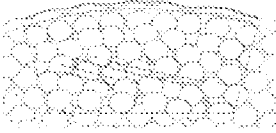
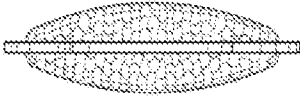

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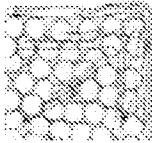
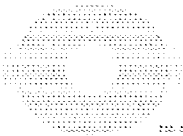
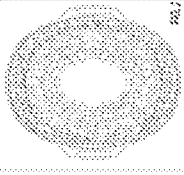
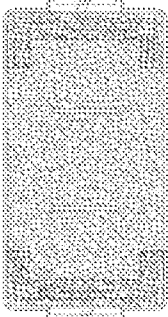
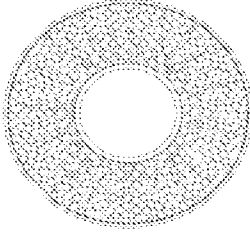
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			U.S. Application Number: 29/433,907 U.S. Filing Date: 10/5/12 EU Registration Number: 001321061-0001 EU Registration Date: 4/5/12 CA Registration Number: 146980 CA Registration Date: 7/18/13					
Rectangle				I		P	I	
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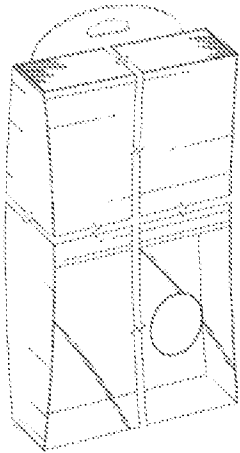

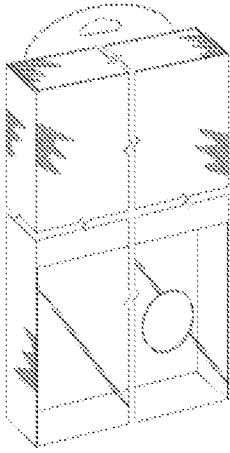

Design	Die Line	Image	US	EU	CA	B R	A U	S A
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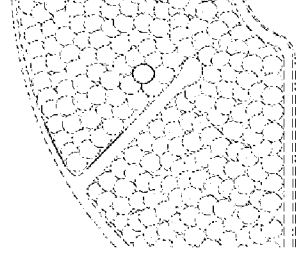
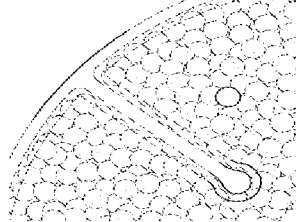
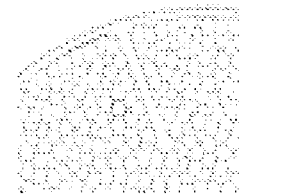
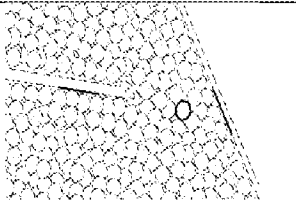
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Square	N/A			I	I			P
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Frog			I	I	I			
			<p>U.S. Patent Number: USD660,447S</p> <p>U.S. Date of Patent: 5/22/12</p> <p>CA Application Number: 144329</p> <p>CA Filing Date: 7/02/12</p> <p>EU Registration Number: 001319974-0004</p> <p>EU Registration Date: 3/29/12</p>					
Pig			I	I	I			

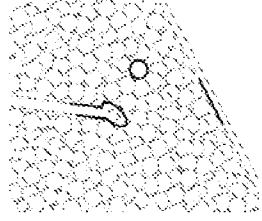
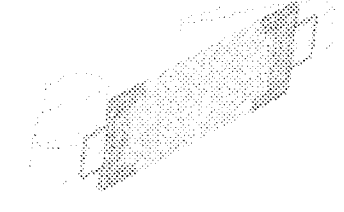
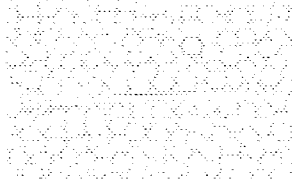
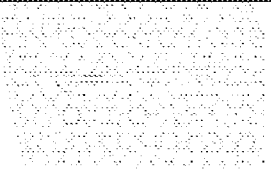

Design	Die Line	Image	US	EU	CA	B R	A U	S A
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Puppy			I	I	I			
Panda			U.S. Patent Number: USD660,445S U.S. Date of Patent: 5/22/12 CA Registration Number: 144327 CA Registration Date: 9/26/12 EU Registration Number: 001319974-0001 EU Registration Date: 3/29/12					
			I	I	I			
			U.S. Patent Number: USD660,973S U.S. Date of Patent: 5/29/12 CA Registration Number: 144328 CA Registration Date: 9/26/12 EU Registration Number: 001319974-0002 EU Registration Date: 3/29/12					


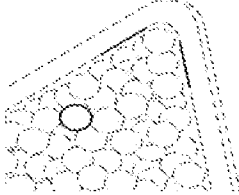
Design	Die Line	Image	US	EU	CA	B R	A U	S A
Pearl cross-section [No Edge]	N/A			I				
			EU Registration Number: 001321061-0002 EU Registration Date: 4/5/12					
Pearl cross-section [No Edge]	N/A		P					
			U.S. Application Number: 29/435,900 U.S. Filing Date: 10/30/12					
Pearl cross-section [Curved with edge]	N/A			I				
			EU Registration Number: 001334767-00026 EU Registration Date: 7/13/12					
Pearl cross-section [Curved with edge]	N/A		P					
			U.S. Application Number: 29/435,896 U.S. Filing Date: 10/30/12					
Pearl cross-section [Side View]	N/A			I				
			EU Registration Number: 001334767-0005 EU Registration Date: 7/13/12					
Pearl cross-section	N/A			I				

Design	Die Line	Image	US	EU	CA	B R	A U	S A
[Corner]			EU Registration Number: 001342661-0002 EU Registration Date: 7/9/12					
Pearl cross-section [Corner]	N/A		P					
			U.S. Application Number: 29/435,901 U.S. Filing Date: 10/30/12					
Knee Divisional 1	N/A		P					
			U.S. Application Number: 29/480,356 U.S. Filing Date: 1/24/14					
Knee Divisional 2	N/A		I					
			U.S. Patent Number: USD667,957S U.S. Date of Patent: 9/25/12					
Modified Back Wrap	N/A		I					
			U.S. Application Number: 29/435,893 U.S. Filing Date: 10/30/12					
Donut	N/A			I				
			EU Registration Number: 001342661-0001 EU Registration Date: 7/9/12					

Design	Die Line	Image	US	EU	CA	B R	A U	S A
Poke Hole w/ Curved Sides	N/A		I	I				
			U.S. Patent Number: USD703,036S U.S. Date of Patent: 4/22/14 EU Registration Number: 001326433-0001 EU Registration Date: 5/15/12					
Poke Hole w/ Curved Sides	N/A			I				
			CA Registration Number: 144331 CA Registration Date: 1/15/13					
Poke Hole w/ Straight Sides	N/A		I	I	I			
			U.S. Patent Number: USD701,114S U.S. Date of Patent: 3/18/14 EU Registration Number: 001326433-0002 EU Registration Date: 5/15/12					
Poke Hole w/ Straight Sides	N/A			I				

Design	Die Line	Image	US	EU	CA	B R	A U	S A
			CA Registration Number: 144332 CA Registration Date: 1/15/13					
Straight Baffle Edge Section, Curved Insider Perimeter Section			P					
			U.S. Application Number: 29/433,805 U.S. Filing Date: 10/4/12					
Dumbbell Baffle End, Curved Outside Perimeter [Breast Divisional 2]	N/A		P					
			U.S. Application Number: 29/433,806 U.S. Filing Date: 10/4/12					
Concentric Curved Inside Perimeters [Breast Divisional 3]	N/A		P					
			U.S. Application Number: 29/433,907 U.S. Filing Date: 10/5/12					
Straight Edge Section of Interior Baffle, Straight Inside Perimeter Edge [Back Divisional	N/A		P					
			U.S. Application Number: 29/434,757 U.S. Filing Date: 10/16/12					

Design	Die Line	Image	US	EU	CA	B R	A U	S A
1]								
Dumbbell Baffle End, Straight Inside Perimeter Edge [Back Divisional 2]	N/A		P					
			U.S. Application Number: 29/434,760 U.S. Filing Date: 10/16/12					
Back Divisional 3	N/A		I					
			U.S. Registration Number: USD702,849S U.S. Registration Date: 4/15/14					
Straight Interior Baffle Section Edge [Shin Divisional 1]	N/A		P					
			U.S. Application Number: 29/433,567 U.S. Filing Date: 10/1/12					
Interior Baffle With Single Dumbbell End [Shin Divisional 3]	N/A		P					
			U.S. Application Number: 29/433,570 U.S. Filing Date: 10/1/12					
Interior	N/A		P					

Design	Die Line	Image	US	EU	CA	B R	A U	S A
Baffle With Dumbbell Ends [Shin Divisional 2]			U.S. Application Number: 29/433,568 U.S. Filing Date: 10/1/12					
Interior Curved Baffle Edge [Face Divisional 1]	N/A		P					
U.S. Application Number: 29/433,566 U.S. Filing Date: 10/1/12								
Corner of Indeterminate Radius [Square Divisional 1]	N/A		P					
U.S. Application Number: 29/434,763 U.S. Filing Date: 10/16/12								

*I – Issued / *P – Pending