

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4030732

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	KCI HOLDING COMPANY, INC.	12/31/2015
RECEIVING PARTY DATA		
Name:	KCI LICENSING, INC.	
Street Address:	12930 INTERSTATE 10 WEST	
City:	SAN ANTONIO	
State/Country:	TEXAS	
Postal Code:	78249	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	13839518
CORRESPONDENCE DATA		
Fax Number:	(617)204-5150	
<i>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.</i>		
Phone:	6172045100	
Email:	stockelj@pepperlaw.com	
Correspondent Name:	PEPPER HAMILTON LLP	
Address Line 1:	125 HIGH STREET	
Address Line 2:	FLOOR 19	
Address Line 4:	BOSTON, MASSACHUSETTS 02110	
ATTORNEY DOCKET NUMBER:	140504.11411	
NAME OF SUBMITTER:	REZA MOLLAAGHABABA	
SIGNATURE:	/Reza Mollaaghbabab/	
DATE SIGNED:	08/30/2016	
Total Attachments: 5		
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source=KCIHolding_KCILicensingInc#page2.tif		
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CONTRIBUTION AGREEMENT

(between KCI Holding Company, Inc. and KCI Licensing, Inc.)

This Contribution Agreement (the "Agreement"), dated as of December 31, 2015, is by and between KCI Holding Company, Inc., a Delaware corporation ("Assignor"), and KCI Licensing, Inc., a Delaware corporation ("Assignee").

WHEREAS, MoMelan Technologies, Inc., a Delaware corporation and an affiliate of the parties ("Momelan"), merged with and into Kinetic Concepts, Inc., a Texas corporation and affiliate of the parties ("KCI"), effective as of the date of this Agreement (the "Merger");

WHEREAS, KCI and Assignor entered into that certain Contribution Agreement, dated as of even date herewith, pursuant to which KCI assigned to Assignor those assets and liabilities of MoMelan that were allocated to and vested in KCI as a result of the Merger;

WHEREAS, Assignee is a wholly owned subsidiary of Assignor; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement, pursuant to which Assignor will convey, transfer, and assign such assets and liabilities to Assignee, on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Contribution of Assets. On the terms and subject to the conditions set forth in this Agreement, Assignor hereby contributes, transfers, assigns, conveys and delivers to Assignee, and Assignee does hereby acquire and accept from Assignor, all of Assignor's right, title and interest in, to and under the assets described in **Schedule A** (collectively, the "Assets"), effective as of 11:58 p.m. (San Antonio, Texas time) on the date hereof.

2. Assumed Liabilities. The contribution of the Assets is subject to the assumption by Assignee of all liabilities and obligations of MoMelan that were allocated to KCI as a result of the Merger (and subsequently assumed by Assignor), including all liabilities and obligations to the extent exclusively or primarily resulting from, relating to or arising out of the Assets of whatever kind or nature (whether absolute, accrued, contingent, determined, determinable, disclosed, known or unknown, or otherwise) (collectively, the "Assumed Liabilities"). Assignee hereby assumes, effective as of 11:58 p.m. (San Antonio, Texas time) on the date hereof, and shall perform, pay and discharge when due, the Assumed Liabilities. Nothing contained herein shall prevent Assignee or its affiliates from contesting in good faith any of the Assumed Liabilities with any third-party obligee.

3. Further Assurances. Assignor and Assignee agree to execute any and all documents and instruments of transfer, assignment, assumption or novation and to perform such other acts as may be reasonably necessary or expedient to further the purposes of this Agreement and the transactions contemplated by this Agreement.

4. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.
5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
6. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.
7. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
8. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
9. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal law of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Texas. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal court of the United States or the courts of the State of Texas in each case located in the city of San Antonio and County of Bexar, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead of claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.
10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Contribution Agreement
as of the date first above written.

KCI HOLDING COMPANY, INC.,
Assignor

By: J. Z. Bibb

Name: John Bibb
Title: Vice President and Secretary

KCI LICENSING, INC., Assignee

By: J. Z. Bibb

Name: John Bibb
Title: Vice President and Secretary

Schedule A

THE ASSETS

All assets and properties of MoMelan that were allocated to and vested in Kinetic Concepts, Inc. as a result of the Merger, (and subsequently assigned to Assignor), including, but not limited to, the following assets of MoMelan as of immediately prior to the effective time of the Merger:

- (a) all cash, cash equivalents and short-term investments;
- (b) all fixed assets, machinery, equipment, tools, furniture, office equipment, computer hardware, supplies, materials, vehicles and other items of tangible personal property of every kind owned or leased by MoMelan (wherever located and whether or not carried on MoMelan's books), together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto;
- (c) all inventories of MoMelan, wherever located, including all finished goods, works in process, raw materials, packaging, supplies, parts, and all other materials and supplies to be used or consumed by MoMelan in the production of finished goods;
- (d) all (i) trade accounts receivable, notes receivable, and other rights to payment from customers of MoMelan and the full benefit of all security for such accounts, notes or rights to payment, including all trade accounts receivable representing amounts receivable in respect of goods shipped or products sold or services rendered to customers of MoMelan, (ii) other accounts or notes receivable of MoMelan and the full benefit of all security for such accounts or notes, and (iii) claims, remedies and rights related to the any of the foregoing;
- (e) all contracts and agreements of MoMelan, whether written or oral, including that certain Technology License Agreement, dated as of January 1, 2015, by and between MoMelan and KCI Medical Resources, an unlimited company incorporated in Ireland but resident in the Cayman Islands (collectively, the "Assigned Contracts"), the right to receive all payments, rights, and privileges of MoMelan arising under the Assigned Contracts, and all outstanding offers and solicitations made by or to MoMelan to enter into any other such contracts and agreements;
- (f) all intangible rights and property of MoMelan, including all going concern value and goodwill related to or associated with MoMelan's business, and all intellectual property of MoMelan;
- (g) all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums and fees (including any such item relating to the payment of taxes);

(h) all real property owned by MoMelan (together with all buildings, fixtures, structures and improvements situated thereon and all easements, rights-of-way and other rights and privileges appurtenant thereto);

(i) all real property leased by MoMelan (together with all rights, title and interest of MoMelan in and to leasehold improvements relating thereto, including, but not limited to, security deposits, reserves or prepaid rents paid in connection therewith);

(j) originals, or where not available, copies, of all books and records of MoMelan related to the operations of MoMelan, whether in tangible or electronic form, including service and warranty records, equipment logs, operating guides and manuals, financial and accounting records, creative materials, advertising materials, promotional materials, correspondence, client and customer lists, data, referral sources, research and development reports, studies, plans, drawings and other similar documents and records and personnel records;

(k) all approvals, consents, licenses, permits, waivers, or other authorizations issued, granted, given, or otherwise made available by or under the authority of any governmental body or pursuant to any legal requirement, and all pending applications therefor or renewals thereof, in each case to the extent transferable to Assignee;

(l) all insurance benefits, including all related rights and proceeds;

(m) all claims of MoMelan against third parties relating to the Assets or Assumed Liabilities, whether choate or inchoate, known or unknown, contingent or noncontingent;

(n) all of MoMelan's rights under warranties, indemnities and all similar rights against third parties;

(o) all rights in connection with, and assets of, MoMelan's employee benefit plans, if any; and

(p) all corporate minute books, organizational documents, and stock ledgers.

All of the property and assets to be transferred to Assignee hereunder are collectively referred to as the "Assets".