

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4175759

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	WITTROCK ENTERPRISES LLC	12/05/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	THE HUNTINGTON NATIONAL BANK	
<b>Street Address:</b>	525 VINE STREET	
<b>Internal Address:</b>	20TH FLOOR	
<b>City:</b>	CINCINNATI	
<b>State/Country:</b>	OHIO	
<b>Postal Code:</b>	45202	
<b>PROPERTY NUMBERS Total: 25</b>		
<b>Property Type</b>	<b>Number</b>	
Application Number:	14553027	
Application Number:	13404125	
Application Number:	08743710	
Application Number:	08792881	
Application Number:	09349658	
Application Number:	10061597	
Application Number:	10154314	
Application Number:	10802287	
Application Number:	11422476	
Application Number:	11422365	
Application Number:	11672087	
Application Number:	11414868	
Application Number:	10575211	
Application Number:	11770265	
Application Number:	12114028	
Application Number:	12853118	
Application Number:	13050985	
Application Number:	12861204	
Application Number:	13541825	

PATENT

Property Type	Number
Application Number:	12893828
Application Number:	13652205
Application Number:	12578848
Application Number:	13286510
Application Number:	13686465
Application Number:	13083799

  

**CORRESPONDENCE DATA**

Fax Number: (859)341-1469

*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: 859-426-2137

Email: cgregorio@dbllaw.com

Correspondent Name: DBL LAW

Address Line 1: 207 THOMAS MORE PARKWAY

Address Line 4: CRESTVIEW HILLS, KENTUCKY 41017

NAME OF SUBMITTER:	ANGELA M GATES
SIGNATURE:	/angela m gates/
DATE SIGNED:	12/08/2016

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("IP Security Agreement"), dated as of December 5, 2016, is made by and among **WITTROCK ENTERPRISES LLC**, an Indiana limited liability company ("Borrower"), in favor of **THE HUNTINGTON NATIONAL BANK**, a national banking association ("Lender").

**WHEREAS**, the Borrower has entered into a certain Loan and Security Agreement dated as of December 5, 2016 and a certain Business Loan Agreement dated as of December 5, 2016 (collectively, the "Loan Agreement"), with Lender, whereby Lender will extend certain loans and advances to Borrower in the aggregate sum of **NINE MILLION DOLLARS (\$9,000,000.00)**.

**WHEREAS**, as a condition precedent to the making of loans by Lender under the Loan Agreement, Borrower has executed and delivered to Lender that certain Security Agreement (Patents and Trademarks) dated as of December 5, 2016, made by and among the Borrower and Lender (the "Security Agreement").

**WHEREAS**, under the terms of the Security Agreement, Borrower has granted to Lender, a security interest in, among other property, certain intellectual property of Borrower, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees with Lender as follows:

1. **Grant of Security.** Borrower hereby pledges and grants to Lender a security interest in and to all to all of the right, title, and interest of Borrower in, to and under the following (the "IP Collateral")

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "Patents");

(b) all rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse,

breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** Borrower authorizes the Commissioner for Patents and any other government officials to record and register this IP Security Agreement upon request by Lender.

3. **Loan Documents.** This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. **Successors and Assigns.** This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

**Signature Page to Follow**

**IN WITNESS WHEREOF**, Borrower has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**BORROWER:**

**WITTROCK ENTERPRISES LLC**,  
an Indiana limited liability company

BY: [Signature]  
**CHRIS WITTROCK**, Manager

Address for Notices:

4201 Malsbary Road  
Blue Ash, OH 45242  
Attn: Chris Wittrock

**LENDER:**

**THE HUNTINGTON NATIONAL BANK**,  
a national banking association

BY: [Signature]  
Print Name: William B Cosby  
Title: Vice President

Address for Notices:

525 Vine Street, 20<sup>th</sup> Floor  
Cincinnati, OH 45202  
Attn: Bill Cosby

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## SCHEDULE 1

### PATENTS AND PATENT APPLICATIONS

Publication Number	Title	Country	Application Date	Application Number	Status
20150075085	Modular Wall for Dividing Rooms in a Healthcare Facility	US	25-Nov-14	14/553,027	Pending
20120145836	Brake System for Architectural Arm	US	24-Feb-12	13/404,125	Pending
US5890326A	Head wall for a hospital room	US	06-Nov-96	08/743,710	Issued
US5966760A	Apparatus and method for upgrading a hospital room	US	31-Jan-97	08/792,881	Issued
US6145253A	Head wall for a hospital room	US	08-Jul-99	09/349,658	Issued
US6637049B2	Personal care module	US	01-Feb-02	10/061,597	Issued
US7040057B2	Architectural system adaptable to patient acuity level	US	23-May-02	10/154,314	Issued
US7065811B2	Radial arm system for patient care equipment	US	17-Mar-04	10/802,287	Issued
US7216382B2	Patient care equipment management system	US	06-Jun-06	11/422,476	Issued
US7254850B2	Radial arm system for patient care equipment	US	06-Jun-06	11/422,365	Issued
US7537030B2	Patient point-of-care water sterilizer	US	07-Feb-07	11/672,087	Issued
US7770247B2	Brake system for wall arm	US	01-May-06	11/414,868	Issued
US7849978B2	Brake system for patient care equipment support arm	US	10-Apr-06	10/575,211	Issued
US7921489B2	Radial arm system for patient care equipment	US	28-Jun-07	11/770,265	Issued
US8006440B2	Headwall having movable cover	US	02-May-08	12/114,028	Issued
US8141188B2	Brake system for wall arm	US	09-Aug-10	12/853,118	Issued
US8336138B2	Radial arm system for patient care equipment	US	18-Mar-11	13/050,985	Issued
US8375646B2	Vertical cabinet door with flush front face	US	23-Aug-10	12/861,204	Issued
US8458962B2	Wall unit having concealable service outlets	US	05-Jul-12	13/541,825	Issued
US8474921B2	Wall-mounted patient egress and patient assist bar	US	29-Sep-10	12/893,828	Issued

<b>Publication Number</b>	<b>Title</b>	<b>Country</b>	<b>Application Date</b>	<b>Application Number</b>	<b>Status</b>
US8522488B1	Headwall with integral wall panel interface	US	15-Oct-12	13/652,205	Issued
US8640391B2	Modular architectural room system	US	14-Oct-09	12/578,848	Issued
US8678334B2	Patient flatwall system	US	01-Nov-11	13/286,510	Issued
US8955260B2	Vertical cabinet door with flush front face	US	27-Nov-12	13/686,465	Issued
US9237979B2	Gas distribution assembly	US	11-Apr-11	13/083,799	Issued