504188704 01/20/2017

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS - FIRST LIEN

CONVEYING PARTY DATA

Name	Execution Date
HURRYWORKS LLC	01/03/2017

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	10 S. DEARBORN ST., 7TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	9084458
Patent Number:	9386830
Patent Number:	9456671
Application Number:	29451763

CORRESPONDENCE DATA

Fax Number: (212)455-2502

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: (212) 455-3605

Email: ksolomon@stblaw.com

Correspondent Name: GENEVIEVE DORMENT, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: **425 LEXINGTON AVENUE**

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/2001 **NAME OF SUBMITTER: GENEVIEVE DORMENT SIGNATURE:** /gd/

DATE SIGNED: 01/20/2017

Total Attachments: 6

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NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST

IN PATENTS (the "<u>Agreement</u>"), dated as of January 3, 2017, made by HurryWorks LLC (the "<u>Grantor</u>"), in favor of JPMorgan Chase Bank, N.A., a United States national association, as Collateral Agent (the "<u>Agent</u>") for itself, the several banks and other financial institutions (the "<u>Lenders</u>") that are parties to the First Lien Credit Agreement, dated as of January 3, 2017 (as the same may be amended, waived, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), by and among Medical Depot Holdings, Inc. (the "<u>Borrower</u>"), the Agent and the Lenders, and the other Secured Parties provided for in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and the Guarantors have executed and delivered a First Lien Guarantee and Collateral Agreement, dated as of January 3, 2017, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Patents; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. <u>Confirmation of Grant of Security Interest</u>. The Grantor hereby confirms that pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in (subject only to Liens permitted under the Credit Agreement) and to all Patents (including, without limitation, those items listed on <u>Schedule I</u> hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the

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foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. <u>Acknowledgment</u>. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patents are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HURBY WOXKS L

Name: Richard S. Kolodny

Title: President

JPMORGAN CHASE BANK, N.A., as Agent

Rv

Name:

Title:

(SIGNATURE PAGE TO FIRST LIEN NOTICE AND CONFIRMATION OF SECURITY INTEREST IN PAYENTS.
HURRYWORKS LLC)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HURRY	WORK	SL	\mathcal{A}°

By: ______Name: Richard S. Kolodny

Title: President

JPMORGAN CHASE BANK, N.A.,

as Agent.

Ву: 🤼

Name: Dawn Lee Lum Title: Executive Director

SCHEDULE I

Registered Patents

Grantor	Patent Name	Patent/App. No.	Filing Date
HURRYWORKS	Walking Aid Including a Bendable Puck	9,084,458	04/08/2013
LLC	Coupled Between a Foot and Handle		
HURRYWORKS	Walking Aid Device	9,386,830	10/02/2014
LLC			
HURRYWORKS	Walking Aid Including a Bendable Puck	9,456,671	06/15/2015
LLC	Coupled Between a Foot and Handle		

Pending Patent Applications

Grantor	Patent Name	Patent/App. No.	Filing Date
HURRYWORKS	Walking Aid Including a Bendable Puck	29/451,763	04/08/2013
LLC	Coupled Between a Foot and Handle		

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RECORDED: 01/20/2017