

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4452804

<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>
	JOERNS HEALTHCARE, LLC	06/08/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	HEALTHCARE FINANCIAL SOLUTIONS, LLC, AS AGENT	
<b>Street Address:</b>	2 BETHESDA METRO CENTER, SUITE 600	
<b>City:</b>	BETHESDA	
<b>State/Country:</b>	MARYLAND	
<b>Postal Code:</b>	20814	
<b>PROPERTY NUMBERS Total: 4</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	8615831
	Patent Number:	8458827
	Patent Number:	8850635
	Patent Number:	D509681
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(312)577-4565	
<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>		
<b>Phone:</b>	3125778265	
<b>Email:</b>	kristin.brozovic@kattenlaw.com	
<b>Correspondent Name:</b>	KRISTIN BROZOVIC C/O KATTEN	
<b>Address Line 1:</b>	525 W MONROE STREET	
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661	
<b>ATTORNEY DOCKET NUMBER:</b>	339669-38	
<b>NAME OF SUBMITTER:</b>	KRISTIN BROZOVIC	
<b>SIGNATURE:</b>	/Kristin Brozovic/	
<b>DATE SIGNED:</b>	06/09/2017	
<b>Total Attachments: 5</b>		
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**PATENT SECURITY AGREEMENT**

THIS PATENT SECURITY AGREEMENT, dated as of June 8, 2017, is made by the entity listed on the signature pages hereof (the “Grantor”), in favor of Healthcare Financial Solutions, LLC (“HFS”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of May 9, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the Borrower Representative, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and HFS, as Agent for the Lenders and L/C Issuers and for itself as a Lender (including Swingline Lender), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of August 6, 2010 in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Patent Collateral”):

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

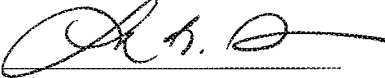
Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE  
FOLLOWS]

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

Very truly yours,

JOERNS HEALTHCARE, LLC, as Grantor

By: 

Name: LISA GILPIN

Title: CAO, General Counsel, & Secretary of Member

ACCEPTED AND AGREED  
as of the date first written above:

HEALTHCARE FINANCIAL SOLUTIONS, LLC,  
as Agent

By: *Laura S. DeAngellis*  
Name: Laura S. DeAngellis  
Title: Duly Authorized Signatory

SCHEDULE 1  
TO  
PATENT SECURITY AGREEMENT

Patent Registrations

<b>Title</b>	<b>Patent Number</b>	<b>Issue Date</b>
Self inflating air mattress	8,615,831	12/31/2013
Patient positioning system and rail for use therein	8,458,827	6/11/2013
Patient position system and rail for use therein	8,850,635	10/07/2014
Armoire	D509,681	9/20/2005