

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7018063

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	JOERNS HEALTHCARE, LLC	11/08/2021
	JOERNS LLC	11/08/2021
	RECOVERCARE, LLC	11/08/2021
RECEIVING PARTY DATA		
Name:	ANKURA TRUST COMPANY, LLC	
Street Address:	140 SHERMAN STREET, 4TH FLOOR	
City:	FAIRFIELD	
State/Country:	CONNECTICUT	
Postal Code:	06824	
PROPERTY NUMBERS Total: 32		
Property Type	Number	
Patent Number:	7921486	
Patent Number:	8122534	
Patent Number:	7150058	
Patent Number:	7921485	
Patent Number:	6687930	
Patent Number:	6216291	
Patent Number:	7419019	
Patent Number:	7428759	
Patent Number:	7367091	
Patent Number:	7631379	
Patent Number:	7437782	
Patent Number:	7155766	
Patent Number:	7380302	
Patent Number:	7779496	
Patent Number:	7559106	
Patent Number:	8261387	
Patent Number:	8615831	
Patent Number:	D595668	

PATENT

Property Type	Number
Patent Number:	D595667
Patent Number:	8438677
Patent Number:	8291529
Patent Number:	8458827
Patent Number:	8850635
Patent Number:	6578216
Patent Number:	6473922
Patent Number:	6601271
Patent Number:	6519794
Patent Number:	6474869
Patent Number:	6568874
Patent Number:	D529747
Patent Number:	D509681
Application Number:	17207414

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: STEWART WALSH

Address Line 1: 1025 CONNECTICUT AVE NW, SUITE 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 1522007 PAT

NAME OF SUBMITTER: DAVID C. LEE

SIGNATURE: /David C. Lee/

DATE SIGNED: 11/10/2021

Total Attachments: 8

source=08. Joerns - Patent Security Agreement [Executed]#page1.tif

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of November 8, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Ankura Trust Company, LLC (“Ankura”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Priority Lien Credit Agreement, dated as of November 8, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the Borrower Representative, the other Credit Parties party thereto and the Lenders from time to time party thereto and Ankura, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Priority Lien Guaranty and Security Agreement of even date herewith 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, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each 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.

Section 3. 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 each 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.

Section 4. Grantor Remains Liable. Each 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.

Section 5. 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.

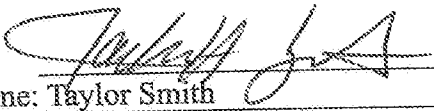
Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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

IN WITNESS WHEREOF, each 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,

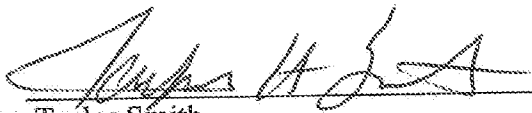
JOERNS HEALTHCARE, LLC, as Grantor

By: 
Name: Taylor Smith
Title: Chief Executive Officer

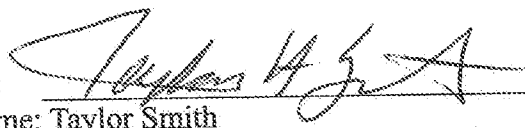
RECOVERCARE, LLC, as Grantor

By: 
Name: Taylor Smith
Title: Chief Executive Officer

JOERNS LLC, as Grantor

By: 
Name: Taylor Smith
Title: Chief Executive Officer

JOERNS HEALTHCARE OPERATING LLC, as
Grantor

By: 
Name: Taylor Smith
Title: Chief Executive Officer

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

ACKNOWLEDGED AND AGREED
as of the date first above written:

ANKURA TRUST COMPANY, LLC,
as Agent

By: 

Name: Michael J. Fey

Title: Senior Managing Director

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Title	Application No.	Filing Date	Patent No.	Issue Date	Owner/ Assignee
MULTI-POSITION SUPPORT FOR A FOLDING PATIENT LIFT DEVICE	12/335,104	15-Dec-2008	7,921,486	12-Apr-2011	Joerns Healthcare, LLC
MULTI-POSITION SUPPORT FOR A FOLDING PATIENT LIFT DEVICE	12/705,931	15-Feb-2010	8,122,534	28-Feb-2012	Joerns Healthcare, LLC
ASSIST HANDLE ASSEMBLY FOR BEDS	10/762,407	22-Jan-2004	7,150,058	19-Dec-2006	Joerns Healthcare, LLC
FOLDING PATIENT LIFT DEVICE	12/333,734	12-Dec-2008	7,921,485	12-Apr-2011	Joerns Healthcare, LLC
EXTERNAL FRAME ENCLOSURE BED APPARATUS	10/093,448	11-Mar-2002	6,687,930	10-Feb-2004	RecoverCare, LLC (as successor-in- interest to Safe- T-Care Manufacturing Co., Inc.)
ENCLOSURE BED APPARATUS	09/503,472	14- Feb- 2000	6,216,291	17- Apr- 2001	RecoverCare, LLC (as successor-in- interest to Safe- T-Care Manufacturing Co., Inc.)
POWER ASSIST APPARATUS FOR USE WITH A HOSPITAL BED	11/387,120	23-Mar-2006	7,419,019	02-Sep-2008	RecoverCare, LLC (as successor-in- interest to Safe- T-Care Manufacturing Co., Inc.)
PATIENT LIFT WITH SUPPORT LEGS THAT SPREAD OVER TWO RANGES OF MOTION	10/911,916	05-Aug-2004	7,428,759	30-Sep-2008	Joerns Healthcare, LLC
ATTACHMENT DEVICE FOR ATTACHING A	11/245,932	07-Oct-2005	7,367,091	06-May-2008	Joerns Healthcare, LLC

LIFTING SLING TO A HOIST					
High/low bed and leg assembly for raising and lowering the high/low bed	11/544,536	09-Oct-2006	7,631,379	15-Dec-2009	Joerns Healthcare, LLC
BOOM PULLEY ASSEMBLY FOR PATIENT LIFT	11/327,667	06-Jan-2006	7,437,782	21-Oct-2008	Joerns Healthcare, LLC
BOLSTER SYSTEM AND METHOD	11/002,604	02-Dec-2004	7,155,766	02-Jan-2007	Joerns LLC
BOLSTER SYSTEM AND METHOD	11/616,266	26-Dec-2006	7,380,302	03-Jun-2008	Joerns LLC
BOLSTER SYSTEM AND METHOD	11/810,215	05-Jun-2007	7,779,496	24-Aug-2010	Joerns LLC
DYNAMIC PRESSURE RELIEVING MATTRESSES	11/615,707	22-Dec-2006	7,559,106	14-Jul-2009	Joerns LLC
Self inflating air mattress	11/704,769	09-Feb-2007	8,261,387	11-Sep-2012	Joerns LLC
Self inflating air mattress	13/610,137	11-Sep-2012	8,615,831	31-Dec-2013	Joerns Healthcare, LLC
CONTROL PENDANT	29/307,305	11-Apr-2008	D595,668	07-Jul-2009	Joerns Healthcare, LLC
STAFF CONTROL	29/307,304	11-Apr-2008	D595,667	07-Jul-2009	Joerns Healthcare, LLC
CASTER ARRANGEMENT FOR A BARIATRIC LIFT DEVICE	12/788,765	27-May-2010	8,438,677	14-May-2013	Joerns Healthcare, LLC
SIDE PUSH HANDLES FOR A PATIENT LIFT	13/113,192	23-May-2011	8,291,529	23-Oct-2012	Joerns Healthcare, LLC
Patient positioning system and rail for use therein	12/804,387	20-Jul-2010	8,458,827	11-Jun-2013	Joerns Healthcare, LLC
Patient positioning system and rail for use therein	13/914,159	10-Jun-2013	8,850,635	07-Oct-2014	Joerns Healthcare, LLC
TOROIDAL SHAPED BED CONSTRUCTION	09/661,884	14- Sept-2000	6578216	17- Jun-2003	Joerns Healthcare, LLC (as successor-in-interest to Sunrise Medical HHG Inc.)
KINEMATIC MOTION OF ARTICULATED BED	09/661,829	14- Sept-2000	6473922	5- Nov-2002	Joerns Healthcare, LLC (as successor-in-interest to

					Sunrise Medical HHG Inc.)
SYSTEM FOR MOUNTING A WHEEL ON A BED	09/661,866	14- Sept- 2000	6601271	5- Aug- 2003	Joerns Healthcare, LLC (as successor-in- interest to Sunrise Medical HHG Inc.)
SIDE RAIL, SIDE KINEMATIC, AND LOCK LEVER AND LOCK PIN FOR SIDE RAIL	09/669,122	25- Sept- 2000	6519794	18- Feb- 2003	Joerns Healthcare, LLC (as successor-in- interest to Sunrise Medical HHG Inc.)
BUSHING	09/661,656	14- Sept- 2000	6474869	5- Nov- 2002	Joerns Healthcare, LLC (as successor-in- interest to Sunrise Medical HHG Inc.)
PIVOT JOINT	09/594,114	14- Jun- 2000	6568874	27- May 2003	Joerns Healthcare, LLC (as successor-in- interest to Sunrise Medical HHG Inc.)
BOLSTER SYSTEM	D/218,672	6- Dec- 2004	D529747	10- Oct- 2006	Joerns LLC (as successor-in- interest to Scott Technology LLC)
ARMOIRE	D/202,944	7- Apr- 2004	D509,681	20- Sep- 2005	Joerns Healthcare, LLC (as successor-in- interest to American Furniture Company, Incorporated)
SYSTEMS AND METHODS TO DYNAMICALLY DISTRIBUTE THERAPEUTIC SUPPORT SURFACES	17/207,414	19-Mar-2021	N/A	N/A	Joerns Healthcare, LLC

2. PATENT APPLICATIONS

Title	Application No.	Filing Date	Patent No.	Issue Date	Owner/ Assignee
SYSTEMS AND METHODS TO DYNAMICALLY DISTRIBUTE THERAPEUTIC SUPPORT SURFACES	17/207,414	19-Mar-2021	N/A	N/A	Joerns Healthcare, LLC

3. IP LICENSES

None.