

11-21-2006

Form PTO-1594 (rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103339247 SHEET
TRADEMARKS ONLY

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11-17-06

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

1. Name of Conveying party(ies):

Sunrise Medical HHG Inc.

- Individual(a)
- General Partnership
- Corporation-State: California
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional Names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) May 13, 2004

- Assignment
- Security Agreement
- Other Request for Re-Recordation of Security Interest recorded on June 9, 2004 at Reel/Frame 002983/0863 to correct Assignor's name and citizenship
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Deutsche Bank Trust Company Americas

Internal _____

Address: _____

Street Address: 60 Wall Street

City: New York

State: New York

Country: United States Zip: 10005

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other: Collateral Agent

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

4. application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Attached Schedule A

B. Trademark Registration No.(s)

See Attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Matthew Bart

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York

State: New York Zip: 10036

Phone Number: 212-819-8923

Fax Number: 212-354-8113

Email Address: mbart@whitecase.com

6. Total number of applications and registrations involved:

90

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$2,265

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

40.00 DP
225.00 DP

8. Payment Information:

- a. Credit Card Last 4 Numbers _____ Expiration Date _____
- b. Deposit Account Number _____ Authorized User Name _____

00000133 164521

9. Signature:

Matthew Bart

Signature

November 17, 2006

Date

Matthew Bart
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

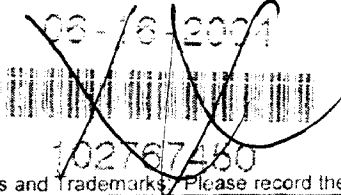
11/20/2006 NJAH/1

01 FC: 8521
02 FC: 8522

Schedule A

	MARK	Number	Date
1.	DE VILBISS	164,521	2/20/1923
2.	ULTRASONIC NEBULIZER & DESIGN	809,999	6/14/1966
3.	UNI-POISE	851,974	7/2/1968
4.	SAFE-T-WALKER	868,722	4/29/1969
5.	PUFF PAK	1,035,708	3/16/1976
6.	PULMO-AIDE	1,136,702	6/3/1980
7.	JAY	1,280,761	6/5/1984
8.	QUIK-FIT & DESIGN	1,345,905	7/2/1985
9.	TRIFLEX	1,381,443	2/4/1986
10.	CRUTCH-EZE	1,383,239	2/18/1986
11.	QUICKIE & DESIGN	1,394,805	5/27/1986
12.	STRIDER (STYLIZED)	1,404,793	8/12/1986
13.	GUARDIAN & DESIGN	1,404,794	8/12/1986
14.	JAY	1,423,780	1/6/1987
15.	ULTRA-NEB	1,440,523	5/26/1987
16.	COMBI	1,446,444	7/7/1987
17.	BREEZY	1,495,039	7/5/1988
18.	GUARDIAN	1,531,825	3/28/1989
19.	GRANDTOUR	1,543,379	6/13/1989
20.	KAN SKI	1,549,295	7/25/1989
21.	ZIPPIE	1,563,267	10/31/1989
22.	GUS, THE GUARDIAN LION	1,686,228	5/12/1992
23.	QUICKIE TI TITANIUM & Design	1,711,533	9/1/1992
24.	ZIPPIE 2 & DESIGN	1,723,607	10/13/1992
25.	NOTHING BEATS A QUICKIE	1,739,678	12/15/1992
26.	DEVILBISS	1,745,662	1/12/1993
27.	G & DESIGN	1,767,971	4/27/1993
28.	JAY GS	1,777,792	6/22/1993
29.	QUICKIE GP	1,809,031	12/7/1993
30.	QUICKIE 2HP	1,809,033	12/7/1993
31.	GET OUT THERE	1,866,332	12/6/1994
32.	DEVILBISS KIDS CLUB	1,871,284	1/3/1995
33.	OSD	1,881,232	2/28/1995
34.	DEVILBISS KIDS CLUB	1,900,945	6/20/1995
35.	PULSEDLOSE	1,926,354	10/10/1995
36.	PULMOMATE	1,926,352	10/10/1995
37.	QUICKIE KIDZ AND DESIGN	1,927,669	10/17/1995
38.	GUARDIAN	1,938,116	11/28/1995
39.	QUICKIE REVOLUTION	1,944,257	12/26/1995
40.	QUICKIE P210	1,971,424	4/30/1996
41.	RED DOT	1,973,091	5/7/1996
42.	JAY FLOW	1,977,052	5/28/1996
43.	PULMOSONIC	1,996,216	8/20/1996
44.	JAY DUO	1,998,739	9/3/1996
45.	QUICKIE LX	2,003,312	9/24/1996
46.	HORIZON	2,004,768	10/1/1996
47.	VACU-AIDE	2,022,104	12/10/1996
48.	SMART TRACK	2,029,288	1/7/1997

	MARK	Number	Date
49.	QUICKIE T45	2,028,514	1/7/1997
50.	QUICKIE TRIUMPH	2,047,657	3/25/1997
51.	XTREME	2,090,118	8/19/1997
52.	TRIAD	2,145,430	3/17/1998
53.	AIREXCHANGE	2,176,666	7/28/1998
54.	KID-KART	2,197,337	10/20/1998
55.	TILT MASTER	2,259,204	7/6/1999
56.	QUICKIE	2,311,804	1/25/2000
57.	R2 & Design	2,385,691	9/12/2000
58.	JOERNS ULTRACARE (STYLIZED)	2,402,933	11/7/2000
59.	VISCOVERY	2,416,239	12/26/2000
60.	QTRONIX	2,444,867	4/17/2001
61.	DEVILBISS SERENITY	2,495,641	10/9/2001
62.	HELIX	2,504,421	11/6/2001
63.	MISCELLANEOUS DESIGN (Walker K Frame) (Walker K Frame Configuration)	2,528,790	1/15/2002
64.	QUICKIE M6	2,540,543	2/19/2002
65.	JAY	2,593,084	7/9/2002
66.	GUARDIAN ESCORT	2,720,089	5/27/2003
67.	QUICKIE MACH 2	2,723,979	6/10/2003
68.	Q & DESIGN	2,748,974	8/5/2003
69.	JAY PRECISION	2,754,521	8/19/2003
70.	HIDEAWAY	2,761,966	9/9/2003
71.	GUARDIAN	2,766,901	9/23/2003
72.	QUICKIE Z-500	2,771,314	10/7/2003
73.	WALKABOUT	2,775,755	10/21/2003
74.	QUICKIE XTENDER	2,799,366	12/23/2003
75.	FLEXAIRE	2,823,511	3/16/2004
76.	CHAMELEON & DESIGN	2,823,213	3/16/2004
77.	RPM	2,887,815	9/21/2004
78.	STEPS & Design	2,934,149	3/15/2005
79.	READI-ALIGN	2,860,297	7/6/2004
80.	AUTOADJUST	2,837,531	4/27/2004
81.	SURE FIT KIT	2,869,595	8/3/2004
82.	JAY EASY	2,961,208	6/7/2005
83.	WHAT A DIFFERENCE A JAY MAKES	78/306,998	9/29/2003
84.	ASPIRE	2,893,553	10/12/2004
85.	GUARDIAN EASY CARE	2,862,958	7/13/2004
86.	IRIS	2,893,554	10/12/2004
87.	FREESTYLE	2,905,055	11/23/04
88.	MICROLITE	2,843,293	5/18/2004
89.	ENVOY	2,891,447	10/5/2004
90.	Biofoam	2,439,202	3/27/2001



To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Sunrise Medical Inc.

Individuals Association
 General Partnership - Limited Partnership
 Corporation-State - Delaware
 Other -

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Deutsche Bank Trust Company Americas
 Internal Address: _____
 Street Address: 60 Wall Street
 City: New York State: NY ZIP: 10005

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
 Other Collateral Agent

3 Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other

Execution Date: May 13, 2004

4 Application number(s) or registration number(s):

A. Trademark Application No.(s)
Please see attached Schedule A

Additional numbers attached? Yes No

Trademark Registration No (s)
Please see attached Schedule A

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Elizabeth A. Nunn, Senior Legal Assistant
Internal Address: c/o White & Case LLP

Street Address: 1155 Avenue of the Americas
City: New York State: New York ZIP: 10036

6. Total number of applications and registration involved: 144

7. Total fee (37 CFR 3.41): \$3615
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-1705 (in event of deficiency)
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9 Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Elizabeth A. Nunn [Signature] June 9, 2004
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 16

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

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Director of US Patent and Trademark Office
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Alexandria, VA 22313-1450

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Sunrise Medical HHG Inc. (f.k.a. Sunrise Medical CCG Inc.), a California Corporation, with principal offices at 7477 East Dry Creek Parkway, Longmont, CO 80503 (the "Grantor"), hereby grants to Deutsche Bank Trust Company Americas, as Collateral Agent, with principal offices at 60 Wall Street, New York, New York 10005 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, and (iii) the goodwill of the businesses with which the Marks are associated.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of May 13, 2004 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

13th day of May, 2004.

SUNRISE MEDICAL HHG INC., Grantor

By _____
Name:
Title:

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent and Grantee

By Scotty Lindsey
Name: Scotty Lindsey
Title: Director

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS:

On this 13th day of May, 2004, before me personally came Scottye Lindsey who, being by me duly sworn, did state as follows: that he is Director of Deutsche Bank Trust Company Americas, that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.


Notary Public

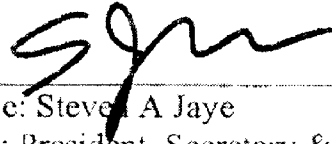
JOJEAN TRAVIS
Registration No. 01TR5013241
New York County
July 15, 2001

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

13 day of May, 2004.

SUNRISE MEDICAL HHG INC., Grantor

By



Name: Steven A Jaye

Title: President, Secretary & General Counsel

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent and Grantee

By

Name:

Title:

STATE OF CALIFORNIA

) ss.:

COUNTY OF SAN DIEGO

On this 13 day of May, 2004, before me personally came Steven A. Jaye who, being by me duly sworn, did state as follows: that he is the President, Secretary and General Counsel of Sunrise Medical HHG Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Georgia L. Smith
Notary Public

