



04-29-2002



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PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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

102071079

Tab settings

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

1. Name of conveying party(ies):

KCI Licensing, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: APRIL 4, 2002

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as Internal Administrative Agent Address: CA5-701-12-09

Street Address: 1455 Market Street San Francisco State: CA Zip: 94103

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other national association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) 76/320959; 76/320734; 76/184639; 76/026893

B. Trademark Registration No.(s) 2,520,178; 1,034,556; 1,207,101; 2,128,692; 2,179,057

Additional number(s) attached Yes No

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

Name: Angie M. Cancino Internal Address: McGuireWoods, LLP 27th Floor Street Address: 100 North Tryon Street Bank of America Corporate Center City: Charlotte State: NC Zip: 28202

6. Total number of applications and registrations involved:

37

7. Total fee (37 CFR 3.41) \$ 940.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Jolie A. Tenholder, Esq.

Name of Person Signing

Jolie Tenholder Signature

APRIL 10, 2002 Date

14

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

04/26/2002 BTM11 0000070 76320959

01 FC:481 40.00 OP 02 FC:482 900.00 OP

CONTINUATION OF SECTION 4A

KCI USA	76/034414
MAXXIS	76/026895
BARIMAXX	76/286132
THE CLINICAL ADVANTAGE	78/075144
C & S MATTRESS	76/320735
COMFORT & SUPPORT MATTRESS	76/320701
THE CELL	76/320736
WOUND CELL	76/320737
S.I.M.P.L.E.	76/185419
THERATX	78/074850
VACUUM ASSISTED CLOSURE	75/874,141
V.A.C. ATS	76/373,761
TRU V.A.C.	76/342,900
V.A.C. EXPRESS	76/346,158
V.A.C. FREEDOM	76/357,590

CONTINUATION OF SECTION 4B

<u>Title</u>	<u>Trademark Registration Number</u>
KINEXUS	2,114,450
PULMOSTAT	2,182,602
TRICELL	2,232,572
PAO2 (Stylized)	2,171,605
ULTIMATE	2,267,857
BARIAIR	2,224,795
PEDIKAIR	2,223,790
PEDIDYNE	2,169,619
KCI (Word)	2,171,342
FIRSTSTEP SELECT	2,197,614
INTERCELL	2,265,587
IMAGEAIR	2,263,657
THE CLINICAL ADVANTAGE (design)	2,543,115

GRANT OF
SECURITY INTEREST IN PATENT AND TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN PATENT AND TRADEMARK RIGHTS (this "Agreement"), dated as of April 4, 2002 is made by KCI Licensing, Inc., a Delaware corporation (the "Company"), in favor of Bank of America, N.A., a national banking association, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Second Amended and Restated Credit and Guarantee Agreement, dated as of April 4, 2002 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Kinetic Concepts, Inc. (the "Borrower"), the Lenders, the Agent, and Bankers Trust Company, as Syndication Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, the Company is a wholly owned subsidiary of KCI Holding Company, Inc, a wholly owned subsidiary of the Borrower; and

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

WHEREAS, pursuant to the Amended and Restated Guarantee and Collateral Agreement, the Company pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Patents and Trademarks; and

WHEREAS, the Company 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, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Company agrees, for the benefit of the Agent and the Lenders, as follows:

Definitions. 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.

Grant of Security Interest. Company hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Patents and Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

Purpose. This Agreement has been executed and delivered by Company for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Credit Agreement and is expressly subject to the terms and conditions thereof. The Credit Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

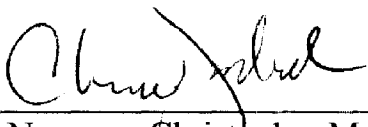
Acknowledgment. Company does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Patents and Trademarks granted hereby are more fully set forth in the Credit Agreement and the Amended and Restated Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Counterparts. 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.

[Signature pages to follow.]

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.

KCI LICENSING, INC.

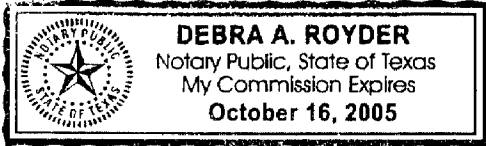
By: 
Name: Christopher M. Fashek
Title: President

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name: Larry J. Gordon
Title: Principal

STATE OF *Texas*)
)
COUNTY OF *Bexar*)

On the 28 day of March, 2002, before me personally came Christopher M. Fashek, who is personally known to me to be the President of KCI Licensing, Inc., a Delaware corporation, who, being duly sworn, did depose and say that he is the President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.



Debra A Royder
Notary Public

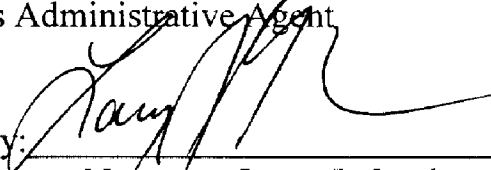
(PLACE STAMP AND SEAL ABOVE)

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.

KCI LICENSING, INC.

By: _____
Name: Christopher M. Fashek
Title: President

BANK OF AMERICA, N.A.,
as Administrative Agent

By:  _____
Name: Larry J. Gordon
Title: Principal

SCHEDULE A
KCI LICENSING, INC.
U.S. PATENTS AND TRADEMARKS
REGISTRATION, SERIAL AND APPLICATION NUMBERS

Title	Patent Number
Therapeutic Method and Apparatus for Treating Ulcers	6,135,116
Portable Medical Pumping Unit	Des. 434,150
Portable Medical Pumping Unit with Belt Clip	Des. 439,341
Feedback Controlled Patient Support	6,115,860
Patient Support Systems with Layered Fluid Support Mediums	6,145,143
Low Air Loss Bag for Patient Support	5,802,645
Air Sac for Oscillating Low Air Loss Bed	6,163,908
Beat-to-Beat Pulmonary Wedge Pressure	6,113,548
Medical Pumping Apparatus	5,931,797
Medical Pumping Apparatus	5,840,049
Hyperbaric Oxygen Patient Treatment System	6,062,215
Connector for a Gradient Sequential	5,725,485
Gradient Sequential Compression System and Method for Reducing the Occurrence of Deep Vein Thrombosis	5,575,762
Compression Sleeve for Deep Vein Thrombosis	Des. 376,013
Connector for a Gradient Sequential Compression System	5,588,954
Compression Sleeve for Use with a Gradient Sequential Compression System	6,080,120
Control Console for Controlling Air Pressure to a Compression System	Des. 362,721
Multi-Channel Conduit Connector for Treating Deep Vein Thrombosis	Des. 369,859
Multi-Channel Conduit Connector for Treating Deep Vein Thrombosis	Des. 373,191
Combined Annunciator and Switching Unit for Hospital Patients	Des. 326,238
Medical Pumping Apparatus	5,769,801
Gradient Sequential Compression System for Preventing DVT	5,951,502
Medical Imaging Examination Table	Des. 410,084
Foot Cushion for Use with a Medical Examination Table	Des. 441,451
Breast Shield for Use During Medical Imaging Examination	Des. 451,277
Apparatus for Alternating Pressure of a Low Air Loss Patient Support	5,991,654
Adjustable Bed and Interchangeable Drive Unit Therefore	5,095,562
Adjustable Bed and Interchangeable Drive Unit Therefore	5,269,031
Combined Annunciator and Switching Unit for Hospital Patients	Des. 340,878

Apparatus for Alternating Pressure of a Low Air Loss Patient Support	6,282,737
Pressure Relieving Pad with Graduated Pillars	5,960,497
Attaching Arrangement in a Multi-Layered Pad	5,737,788
Pressure-Compensating Composition and Pads Made Therefrom	5,869,164

<u>Title</u>	<u>Patent Serial (Application) Number</u>
Gradient Sequential Compression System for Preventing Deep Vein Thrombosis	09/755,313
Gradient Sequential Compression System for Preventing Deep Vein Thrombosis	09/103,694
Medical Bed System for Therapeutic Modularized Interchangeable Mattress Systems	09/523,620
Mattress with Semi-Independent Pressure Relieving Pillars	09/522,145
Localized Liquid Therapy and Thermotherapy Device	09/590,333
Prone Positioning Therapeutic Bed	09/884,749
Hyperbaric Oxygen Patient Treatment System	09/571,423
Medical Bed System for Therapeutic Modularized Interchangeable Mattress Systems	PCT/US01/23234
Patient Interface System	08/856,665
Apparatus for Positioning Patients During Nuclear Medicine Procedures	PCT/US98/11279
Apparatus for Elevation of Head and Torso in Fluidized Patient Support	PCT/US98/05247
Method and Apparatus for Estimation of Pulmonary Capillary Pressure	PCT/US98/02806
Remote Controllable Medical Pumping Apparatus	PCT/US97/17573
Wound Therapy Device	PCT/US00/09258
Portable Pump for Use with Gradient Compression Bandage	PCT/US00/04993
Fluidized Bead Bed with Inflatable Bead Diffuser	PCT/US00/08376
Vacuum Assisted Closure System with Heating and Cooling Provision	PCT/US00/08759
Method for Automated Exclusion of Deep Venous Thrombosis	09/286,190
Gradient Pressure Compression Bandage System	09/103,910
Portable Pump for Use with Gradient Compression Bandage	09/259,040
Automated Screen Tool for Exclusion of Deep Venous Thrombosis	09/286/199
Vacuum Assisted Closure System with Heating and Cooling Provision	09/937,937
Positioning System and Related Shield for Patient Medical Imaging Procedures	09/070,232
Wound Health Foot Wrap	09/168,598
Arrangement for Portable Pumping Unit	09/658,610
Portable Wound Treatment Apparatus	09/613,497
Vacuum Assisted Wound Treatment and Infection Identification System and Method	60/273,587
Surgical Drape and Suction Heads for Wound Treatment	09/835,500
Vacuum Assisted Tissue Treatment System	09/939,166

Bariatric Bed Apparatus and Methods	08/904,121
Apparatus and Method for Monitoring Intracranial Pressure	09/206,203
Vacuum Assisted Closure With Provision for Introduction of Agent	60/127,595
Positional Feedback System	09/271,580

<u>Title</u>	<u>Trademark Application Number</u>
Mini V.A.C.	76/320959
Mini V.A.C. (design)	76/320734
CNA Skin Saver Program	76/184639
PARADYNE	76/026893
KCI USA	76/034414
MAXXIS	76/026895
BARIMAXX	76/286132
THE CLINICAL ADVANTAGE	78/075144
C & S MATTRESS	76/320735
COMFORT & SUPPORT MATTRESS	76/320701
THE CELL	76/320736
WOUND CELL	76/320737
S.I.M.P.L.E.	76/185419
THERATX	78/074850
VACUUM ASSISTED CLOSURE	75/874,141
V.A.C. ATS	76/373,761
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V.A.C. FREEDOM	76/357,590

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INTERCELL	2,265,587
IMAGEAIR	2,263,657
FIRST STEP	2,520,178
EXTREMITY PUMP	1,034,556
ATHROMBIC PUMP	1,207,101
SHARPEI DOG (design)	2,128,692
DEFENDER	2,179,057
THE CLINICAL ADVANTAGE (design)	2,543,115

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April 19, 2002

VIA FEDERAL EXPRESS

Commissioner of Patents and Trademarks
BOX ASSIGNMENTS
Washington, D.C. 20231

Re: Bank of America, N.A./KCI Licensing, Inc.

Dear Sir:

Enclosed please find the following documents to be recorded by your office regarding the above-referenced parties:

- a Recordation Form Cover Sheet for Trademarks Only naming KCI Licensing, Inc. as the party conveying a security interest in various trademark filings to Bank of America, N.A., as Administrative Agent;
- the attached continuation pages reflecting the remaining trademark filings not referenced on the form coversheet for Sections 4A and 4B respectively and;
- an original executed Grant of Security Interest in Patent and Trademark Rights with an attached Schedule A.

Also enclosed is our firm's check in the amount of \$940.00 representing your recording fee for the same.

Upon completion of the recording of this document, kindly forward a copy of the same to me at the address listed above. In the meantime, should you have any questions regarding the foregoing, please do not hesitate to contact me.

Sincerely,

McGuireWoods LLP
Angie Cancino
Angie M. Cancino
Senior Paralegal

/amc
Enclosures

WFIN91151.1

RECORDED: 04/22/2002

**TRADEMARK
REEL: 002493 FRAME: 0878**