

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KCI Licensing, Inc.		07/31/2007	CORPORATION:
Kinetic Concepts, Inc.		07/31/2007	CORPORATION:
KCI USA, Inc.		07/31/2007	CORPORATION:
KCI International, Inc.		07/31/2007	CORPORATION:
KCI Holding Company, Inc.		07/31/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Administrative Agent
Street Address:	ATTN: Bank Loan Operations
Internal Address:	Two Penns Way, Suite 200
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 68

Property Type	Number	Word Mark
Registration Number:	2232572	TRICELL
Registration Number:	2224795	BARIAIR
Registration Number:	2169619	PEDIDYNE
Registration Number:	2171342	KCI
Registration Number:	2197614	FIRSTSTEP SELECT
Registration Number:	2265587	INTERCELL
Registration Number:	2682776	MINI V.A.C.
Registration Number:	2871994	PARADYNE
Registration Number:	3230077	KCI USA
Registration Number:	2579823	MAXXIS

CH \$1715.00 2232572

Registration Number:	2673119	BARIMAXX
Registration Number:	2543115	THE CLINICAL ADVANTAGE
Registration Number:	2621487	THE CLINICAL ADVANTAGE
Registration Number:	2722802	COMFORT & SUPPORT MATTRESS
Registration Number:	2646853	S.I.M.P.L.E.
Registration Number:	1572615	KCI
Registration Number:	1552913	THERAPULSE
Registration Number:	1363177	KINAIRX
Registration Number:	1098036	ROTOREST
Registration Number:	1899749	BARIKARE
Registration Number:	1136063	KEANE ROTO REST
Registration Number:	1229840	KINETIC CONCEPTS
Registration Number:	1544288	BIODYNE KENETIC CONCEPTS
Registration Number:	1873548	DRI-FLO
Registration Number:	1982163	DYNAPULSE
Registration Number:	1556678	FLUIDAIR KINETIC CONCEPTS INC.
Registration Number:	1653319	THERAREST
Registration Number:	1982349	V.A.C.
Registration Number:	2046417	TRIADYNE
Registration Number:	2084720	FLUIDAIR ELITE
Registration Number:	2038763	Q2 PLUS
Registration Number:	1861379	PLEXIPULSE
Registration Number:	2098008	ODYSSEY
Registration Number:	1953014	RIK
Registration Number:	2657666	VACUUM ASSISTED CLOSURE
Registration Number:	2940436	V.A.C. ATS
Registration Number:	2792362	V.A.C. FREEDOM
Registration Number:	2875500	ATMOSAIR
Registration Number:	2946423	ATMOSPHERIC THERAPY
Registration Number:	2957676	FLUIDAIR
Registration Number:	2719241	KCI THE CLINICAL ADVANTAGE
Registration Number:	2957677	KINAIR
Registration Number:	2798665	KINAIR MEDSURG
Registration Number:	2952720	THERAREST SMS
Registration Number:	2872431	T.R.A.C. PAD

Registration Number:	2840972	T.R.A.C.
Registration Number:	2865466	TRIADYNE PROVENTA
Registration Number:	2848229	
Registration Number:	3261409	THE V.A.C. SYSTEM
Registration Number:	2254704	V.A.C. DRAPE
Registration Number:	2949221	V.A.C. INSTILL
Registration Number:	2907113	GRANUFOAM
Registration Number:	2944607	BIODYNE
Registration Number:	2923140	DRI-FLO
Registration Number:	1034556	EXTREMITY PUMP
Registration Number:	3004259	KCI EXPRESS
Registration Number:	2974376	KINAIR MEDSURG
Registration Number:	2950364	MAXXAIR ETS
Registration Number:	2310208	ROTOPRONE
Registration Number:	3074336	AIRMAXXIS
Registration Number:	3067395	THERAKAIR
Registration Number:	3091065	APOD
Registration Number:	3124542	V.A.C. GRANUFOAM SILVER
Registration Number:	3260702	KCI THE CLINICAL ADVANTAGE
Serial Number:	77195725	UNLOCK THE SCIENCE OF WOUND HEALING
Serial Number:	78711512	V.A.C. INSTILL THERAPY
Serial Number:	78738870	INSTAFLATE
Serial Number:	77085316	KCI THE CLINICAL ADVANTAGE

CORRESPONDENCE DATA

Fax Number: (646)710-5433
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 408-5100
Email: DHopkins@chadbourne.com
Correspondent Name: Dennis Hopkins
Address Line 1: Chadbourne & Parke LLP
Address Line 2: 30 Rockefeller Plaza
Address Line 4: New York, NEW YORK 10112

ATTORNEY DOCKET NUMBER:	01994.232
NAME OF SUBMITTER:	Dennis Hopkins
Signature:	/Dennis Hopkins/

TRADEMARK

REEL: 003593 FRAME: 0693

Date:

08/02/2007

Total Attachments: 22

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**") is entered into as of July 31, 2007 by and among KINETIC CONCEPTS, INC., a Texas corporation (the "**Borrower**") and any other Subsidiaries of the Borrower which become parties to this Agreement (together with the Borrower, the "**Grantors**") and CITIBANK., N.A., as contractual representative (the "**Administrative Agent**") on behalf of itself and on behalf of the "**Holder of Secured Obligations**" (as such term is defined in the below described Credit Agreement).

WITNESSETH:

WHEREAS, the Borrower, the financial institutions party thereto (collectively, the "**Lenders**") and the Administrative Agent have entered into that certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), which Credit Agreement provides, subject to the terms and conditions thereof, for extensions of credit and other financial accommodations to be made by the Lenders to or for the benefit of the Borrower;

WHEREAS, the Grantors, other than the Borrower, have guaranteed the repayment of the Secured Obligations pursuant to that certain Guaranty of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty**");

WHEREAS, the Grantors and the Administrative Agent are parties to that certain Pledge and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), pursuant to which each Grantor has granted a security interest in substantially all of its personal property to the Administrative Agent for the benefit of the Administrative Agent and the Holders of Secured Obligations; and

WHEREAS, the Lenders have required the Grantors to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of (a) the Secured Obligations and (b) all of the obligations and liabilities under the Subsidiary Guaranty of the Grantors (other than the Borrower) (such obligations and liabilities, together with the Secured Obligations, being hereinafter referred to as the "**Liabilities**"), and (ii) as a condition precedent to the making of any loans, advances and any other financial accommodations by the Lenders under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Defined Terms.

(i) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term

used herein that is defined in the Pledge and Security Agreement shall have the meaning specified for such term in the Pledge and Security Agreement.

(ii) The words “hereof,” “herein” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(iii) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Liabilities, each Grantor hereby grants to the Administrative Agent, for the benefit of the Holders of Secured Obligations, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests (except any Lien permitted under Section 6.02(b) of the Credit Agreement), with power of sale to the extent permitted by applicable law, all of such Grantor’s now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of such Grantor’s business symbolized by the foregoing and connected therewith, and (e) all of such Grantor’s rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 3(i), are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”); and

(ii) rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether such Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and after the occurrence and during the continuance of an Event of Default the right to prepare for sale and sell any and all inventory now or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing are

hereinafter referred to collectively as the “**Licenses**”). Notwithstanding the foregoing or anything herein or in any other Loan Document to the contrary, nothing hereunder or thereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of the Administrative Agent or any Holder of Secured Obligations with respect to such Grantor’s interest in any License, contract right, license agreement, or any other general intangible (each such License, contract right, license agreement and other general intangible being hereinafter referred to as “**Excluded Property**”), if the granting of a security interest therein by such Grantor to the Administrative Agent or any Holder of Secured Obligations is prohibited by the terms and provisions of the agreement, document or instrument from creating, evidencing or granting a security interest in such Excluded Property or rights related thereto; provided, however, that if and when the prohibition which prevents the granting by such Grantor to the Administrative Agent of a security interest in any Excluded Property is removed or otherwise terminated, the Administrative Agent will be deemed to have, and at all times to have had, a security interest in such Excluded Property.

4. Restrictions on Future Agreements. Except as otherwise permitted by the Credit Agreement, except for trademark licensing and sublicensing agreements among any of Borrower and its Subsidiaries and except to the extent a Grantor otherwise engages in licensing components to practice, enable, use and/or otherwise engage in commerce of its Trademarks with its customers in the ordinary course of business, no Grantor shall, without the Administrative Agent’s prior written consent (such consent not to be unreasonably withheld or delayed), enter into any material agreement, including, without limitation, any material license agreement (other than any “off the shelf” license agreement), which is inconsistent with this Agreement or the other Loan Documents, and each Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement or the rights associated with the Trademarks or Licenses.

5. New Trademarks and Licenses. Each Grantor represents and warrants that, as of the Closing Date, (i) the Trademarks listed on Schedule A include all of the foreign and domestic registered trademarks, trademark applications, registered service marks and service mark applications owned or held by such Grantor, (ii) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which such Grantor is the licensee or licensor and (iii) except for any Lien permitted by Section 6.02(b) of the Credit Agreement, no liens, claims or security interests in such Trademarks and Licenses have been granted by such Grantor to any Person other than the Administrative Agent. If, prior to the termination of this Agreement, any Grantor shall (a) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (b) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (c) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 3 above shall automatically apply thereto. Each Grantor shall give to the Administrative Agent written notice of events described in clauses (a), (b) and (c) of the preceding sentence not less frequently than on a quarterly basis. Each

Grantor hereby authorizes the Administrative Agent to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, material trademark applications, material service marks, registered service marks and service mark applications of such Grantor and by amending Schedule B to include any future trademark license agreements and service mark license agreements of such Grantor, which are Trademarks or Licenses under paragraph 3 above or under this paragraph 5, and (ii) by filing in the United States Patent and Trademark Office, or foreign counterpart as appropriate, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

Notwithstanding the foregoing, nothing hereunder shall be deemed to constitute the grant of a security interest in any Intellectual Property for which any or all of the associated research and development is funded in whole or in part by a Foreign Subsidiary.

6. Royalties. Each Grantor hereby agrees that the use by the Administrative Agent of the Trademarks and Licenses as authorized hereunder in connection with the Administrative Agent's exercise of its rights and remedies to the extent expressly permitted under paragraph 14 or pursuant to the Pledge and Security Agreement after the occurrence and during the continuance of an Event of Default shall be coextensive with such Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Administrative Agent or any other Holder of Secured Obligations to such Grantor.

7. Maintenance. Each Grantor agrees to maintain and control the quality of the products using such Trademarks or Licenses at a level sufficient to preserve the Trademarks and Licenses.

8. Nature and Continuation of the Administrative Agent's Security Interest; Termination of the Administrative Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Liabilities have been paid in full and the Credit Agreement and the other Loan Documents have been terminated. When this Agreement has terminated, the Administrative Agent shall promptly execute and deliver to each Grantor, at such Grantor's expense, all termination statements and other instruments and take such other actions as may be necessary or proper to terminate the Administrative Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to this Agreement or the Pledge and Security Agreement.

9. Duties of the Grantors. Each Grantor shall have the duty, to the extent reasonably necessary or otherwise desirable in the normal conduct of such Grantor's business, as determined in the reasonable discretion of such Grantor, to: (i) reasonably prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) apply for registration for such trademarks or service marks. Each Grantor further agrees (i) not to abandon any Trademark or License to the extent such Trademark or License is necessary or otherwise

desirable in the normal conduct of such Grantor's business, as determined in the reasonable discretion of such Grantor, without the prior written consent of the Administrative Agent, which consent shall not be unreasonably withheld or delayed, and (ii) to use commercially reasonable efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be reasonably necessary or otherwise desirable, as determined in such Grantor's reasonable discretion, in the operation of such Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by the applicable Grantor. Prior to foreclosing on its security interest granted hereunder after the occurrence and during the continuance of an Event of Default, neither the Administrative Agent nor any of the Holders of Secured Obligations shall have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, neither the Administrative Agent nor any of the Holders of Secured Obligations shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Administrative Agent may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of the applicable Grantor and shall be added to the Liabilities secured hereby.

10. The Administrative Agent's Right to Sue. Following the occurrence and during the continuance of an Event of Default, the Administrative Agent, to the extent permitted by law, shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Administrative Agent shall commence any such suit, each Grantor shall, at the request of the Administrative Agent, do any and all lawful acts, including, but not limited to producing documents and/or testimony and execute any and all proper documents reasonably required by the Administrative Agent in aid of such enforcement. The applicable Grantor shall, within ten (10) days after written demand, promptly reimburse the Administrative Agent for all reasonable costs and expenses incurred by the Administrative Agent in the exercise of its rights under this paragraph 10 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Administrative Agent).

11. Waivers. The Administrative Agent's failure, at any time or times hereafter, to require strict performance by any Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Administrative Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Grantor and the Administrative Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Administrative Agent unless such suspension or waiver is in writing signed by an officer of the Administrative Agent and directed to the applicable Grantor specifying such suspension or waiver.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable. If any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any

manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney. Each Grantor hereby irrevocably designates, constitutes and appoints the Administrative Agent (and all Persons designated by the Administrative Agent in its sole and absolute discretion) as such Grantor's true and lawful attorney-in-fact, and authorizes the Administrative Agent and any of the Administrative Agent's designees, in such Grantor's or the Administrative Agent's name, at any time and from time to time to take any action and execute any instrument which the Administrative Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, after the giving by the Administrative Agent of written notice to such Grantor of the Administrative Agent's intention to enforce its rights and claims against such Grantor, to (i) endorse such Grantor's name on all applications, documents, papers and instruments reasonably necessary or otherwise desirable for the Administrative Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses to anyone, on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Administrative Agent deems in its own or the Holders of Secured Obligations' best interest; provided that this authorization shall not relieve any Grantor of any of its obligations under this Agreement or under the Credit Agreement. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Liabilities shall have been paid in full and the Credit Agreement and the other Loan Documents shall have been terminated. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent or the other Holders of Secured Obligations under the Pledge and Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies. The Administrative Agent agrees not to exercise the power of attorney granted pursuant to this Section 14 unless an Event of Default has occurred and is continuing.

The Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and the election by the Administrative Agent to exercise any of its remedies under the Uniform Commercial Code with respect to the Trademarks and Licenses, each Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses and the good will associated therewith to the Administrative Agent or any transferee of the Administrative Agent and to execute and deliver to the Administrative Agent or any such transferee all such agreements, documents and instruments as may be reasonably necessary, in the Administrative Agent's sole discretion, to effect such assignment, conveyance, transfer and/or maintenance of such Trademarks and

Licenses. All of the Administrative Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Pledge and Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Administrative Agent may exercise any of the rights and remedies provided in this Agreement, the Pledge and Security Agreement and any of the other Loan Documents. Each Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition. Notwithstanding anything herein to the contrary, in no event shall the rights and remedies of the Administrative Agent, any Holder of Secured Obligations or any of their respective designees or representatives, granted hereunder or any other Loan Document, be construed to permit any such Person to take any action or fail to act in violation of any law or the terms and conditions of any License or other agreement or document covering any of the collateral granted to the Administrative Agent hereunder.

15. Successors and Assigns. This Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of each of the Holders of Secured Obligations and their respective nominees, successors and assigns. Each Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Grantor; provided, however, except as otherwise permitted by the Credit Agreement, that no Grantor shall voluntarily assign or transfer its rights or obligations hereunder without the Administrative Agent's prior written consent.

16. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York. Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each Grantor hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each Grantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Grantor or its properties in the courts of any jurisdiction.

17. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement and the Pledge and Security Agreement.

18. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.


19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto 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.

20. Merger. This Agreement represents the final agreement of each Grantor and the Administrative Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between any Grantor and the Administrative Agent or any Holder of Secured Obligations.

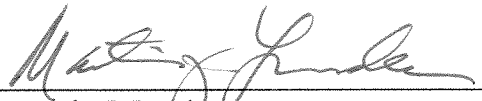
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

KCI LICENSING, INC.

By: 
Name: Martin J. Landon
Title: Treasurer

KINETIC CONCEPTS, INC.

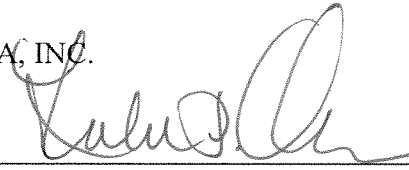
By: 
Name: Martin J. Landon
Title: Chief Financial Officer

Signature Page to
Trademark Security Agreement - Kinetic Concepts, Inc. Credit Agreement

TRADEMARK
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KCI USA, INC.

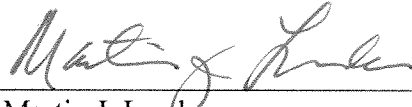
By: _____



Name: Lulu P. Olson

Title: Vice President and Treasurer


KCI INTERNATIONAL, INC.

By: 
Name: Martin J. Landon
Title: Vice President and Treasurer

Signature Page to
Trademark Security Agreement - Kinetic Concepts, Inc. Credit Agreement

TRADEMARK
REEL: 003593 FRAME: 0706

KCI HOLDING COMPANY, INC.

By: 
Name: Martin J. Landon
Title: Vice President and Treasurer

Signature Page to
Trademark Security Agreement - Kinetic Concepts, Inc. Credit Agreement

TRADEMARK
REEL: 003593 FRAME: 0707

Accepted and Agreed to as of the date first written above:

CITIBANK, N.A.,
as Administrative Agent

By: 

Name: Peter Kettle

Title: Director

Signature Page to
Trademark Security Agreement - Kinetic Concepts, Inc. Credit Agreement

Schedule A

Trademark Security Agreement

**REGISTERED TRADEMARKS; TRADEMARK AND SERVICE MARK
APPLICATIONS AND OTHER TRADEMARKS**

KCI LICENSING, INC. U.S. /TRADEMARK APPLICATIONS/REGISTRATIONS

Registrations/Actual Use Applications:

1. Trademark Registration No.: 2,232,572
Date: March 16, 1999
Mark: TRICELL
2. Trademark Registration No.: 2,224,795
Date: February 16, 1999
Mark: BARIAIR
3. Trademark Registration No.: 2,169,619
Date: June 30, 1998
Mark: PEDIDYNE
4. Trademark Registration No.: 2,171,342
Date: July 7, 1998
Mark: KCI
5. Trademark Registration No.: 2,197,614
Date: October 20, 1998
Mark: FIRSTSTEP SELECT (Stylized)
6. Trademark Registration No.: 2,265,587
Date: July 27, 1999
Mark: INTERCELL
7. Trademark Registration No.: 2,682,776
Date: February 4, 2003
Mark: MINI V.A.C.
8. Trademark Registration No.: 2,871,994
Date: August 10, 2004
Mark: PARADYNE
9. Trademark Registration No.: 3,230,077
Date: April 25, 2000
Mark: KCI US

10. Trademark Registration No.: 2,579,823
Date: June 11, 2002
Mark: MAXXIS
11. Trademark Registration No.: 2,673,119
Date: January 7, 2003
Mark: BARIMAXX
12. Service Mark Registration No.: 2,543,115
Date: February 26, 2002
Mark: THE CLINICAL ADVANTAGE
13. Service Mark Registration No.: 2,621,487
Date: September 17, 2002
Mark: THE CLINICAL ADVANTAGE
14. Trademark Registration No.: 2,722,802
Date: June 3, 2003
Mark: COMFORT & SUPPORT MATTRESS
15. Service Mark Registration No.: 2,646,853
Date: November 5, 2002
Mark: S.I.M.P.L.E.
16. Service Mark Registration No.: 1,572,615
Date: December 19, 1989
Mark: KCI & DESIGN
17. Trademark Registration No.: 1,552,913
Date: August 22, 1989
Mark: THERAPULSE
18. Trademark Registration No.: 1,363,177
Date: October 1, 1985
Mark: KINAIR & DESIGN
19. Trademark Registration No.: 1,098,036
Date: August 1, 1978
Mark: ROTOREST
20. Trademark Registration No.: 1,899,749
Date: June 13, 1995
Mark: BARIKARE
21. Trademark Registration No.: 1,136,063
Date: May 27, 1980
Mark: KEANE ROTO REST

22. Trademark Registration No.: 1,229,840
Date: March 8, 1983
Mark: KINETIC CONCEPTS and Design
23. Trademark Registration No.: 1,544,288
Date: June 20, 1989
Mark: BIODYNE KINETIC CONCEPTS and Design
24. Trademark Registration No.: 1,873,548
Date: January 17, 1995
Mark: DRI-FLO & Design
25. Trademark Registration No.: 1,982,163
Date: June 25, 1996
Mark: DYNAPULSE
26. Trademark Registration No.: 1,556,678
Date: September 19, 1989
Mark: FLUIDAIR KINETIC CONCEPTS, INC. & DESIGN
27. Trademark Registration No.: 1,653,319
Date: August 6, 1991
Mark: THERAREST and Design
28. Trademark Registration No.: 1,982,349
Date: June 25, 1996
Mark: V.A.C.
29. Trademark Registration No.: 2,046,417
Date: March 18, 1997
Mark: TRIADYNE
30. Trademark Registration No.: 2,084,720
Date: July 29, 1997
Mark: FLUIDAIR ELITE
31. Trademark Registration No.: 2,038,763
Date: February 18, 1997
Mark: Q2PLUS
32. Trademark Registration No.: 1,861,379
Date: November 1, 1994
Mark: PLEXIPULSE (Stylized Letters)
33. Trademark Registration No.: 2,098,008
Date: September 16, 1997
Mark: ODYSSEY

34. Trademark Registration No.: 1,953,014
Date: January 30, 1996
Mark: RIK
35. Trademark Registration No.: 2,657,666
Date: December 10, 2002
Mark: VACUUM ASSISTED CLOSURE
36. Trademark Registration No.: 2,940,436
Date: April 12, 2005
Mark: V.A.C. ATS
37. Trademark Registration No.: 2,792,362
Date: December 9, 2003
Mark: V.A.C. FREEDOM
38. Trademark Registration No.: 2,875,500
Date: August 17, 2004
Mark: ATMOSAIR
39. Trademark Registration No.: 2,946,423
Date: May 3, 2005
Mark: ATMOSPHERIC THERAPY
40. Trademark Registration No.: 2,957,676
Date: May 31, 2005
Mark: FLUIDAIR
41. Trademark Registration No.: 2,719,241
Date: May 27, 2003
Mark: KCI THE CLINICAL ADVANTAGE & DESIGN
42. Trademark Registration No.: 2,957,677
Date: May 31, 2005
Mark: KINAIR
43. Trademark Registration No.: 2,798,665
Date: December 23, 2003
Mark: KINAIR MEDSURG and Design
44. Trademark Registration No.: 2,952,720
Date: May 17, 2005
Mark: THERAREST SMS
45. Trademark Registration No.: 2,872,431
Date: August 10, 2004
Mark: T.R.A.C. PAD

46. Trademark Registration No.: 2,840,972
Date: May 11, 2004
Mark: T.R.A.C.
47. Trademark Registration No.: 2,865,466
Date: July 20, 2004
Mark: TRIADYNE PROVENTA
48. Trademark Registration No.: 2,848,229
Date: June 1, 2004
Mark: Miscellaneous Design (TRIADYNE LOGO)
49. Trademark Registration No.: 3,261,409
Date: July 10, 2007
Mark: THE V.A.C. SYSTEM
50. Trademark Registration No.: 2,254,704
Date: June 22, 1999
Mark: V.A.C. DRAPE
51. Trademark Registration No.: 2,949,221
Date: May 10, 2005
Mark: V.A.C. INSTILL
52. Trademark Registration No.: 2,907,113
Date: November 30, 2004
Mark: GRANUFOAM
53. Trademark Application No.: 77/085,316
Date: January 18, 2007
Mark: KCI THE CLINICAL ADVANTAGE
54. Trademark Registration No.: 2,944,607
Date: April 26, 2005
Mark: BIODYNE
55. Trademark Registration No.: 2,923,140
Date: February 1, 2005
Mark: DRI-FLO
56. Trademark Registration No.: 1,034,556
Date: February 24, 1976
Mark: EXTREMITY PUMP

57. Trademark Registration No.: 3,004,259
Date: October 4, 2005
Mark: KCI EXPRESS
58. Trademark Registration No.: 2,974,376
Date: July 19, 2005
Mark: KINAIR MEDSURG
59. Trademark Registration No.: 2,950,364
Date: May 10, 2005
Mark: MAXXAIR ETS
60. Trademark Registration No.: 2,310,208
Date: February 25, 2000
Mark: ROTOPRONE
61. Trademark Application No.: 78/711,512
Date: September 13, 2005
Mark: V.A.C. INSTILL THERAPY
62. Trademark Registration No.: 3,074,336
Date: March 28, 2006
Mark: AIRMAXXIS
63. Trademark Registration No.: 3,067,395
Date: March 14, 2006
Mark: THERAKAIR
64. Trademark Application No.: 78/738,870
Date: October 24, 2005
Mark: INSTAFLATE
65. Trademark Registration No.: 3,091,065
Date: May 9, 2006
Mark: APOD
66. Trademark Registration No.: 3,124,542
Date: August 1, 2006
Mark: V.A.C. GRANUFOAM SILVER AND DESIGN
67. Trademark Registration No.: 3,260,702
Date: July 6, 2006
Mark: KC1 THE CLINICAL ADVANTAGE (design without italics)

68. Trademark Application No.: 77/195,725
Date: June 1, 2007
Mark: UNLOCK THE SCIENCE OF WOUND HEALING

Schedule B

Trademark Security Agreement

LICENSE AGREEMENTS

(1) [Grantor] Licenses

NONE