

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|----------|----------------|-----------------------|
| KCI LICENSING, INC. | | 05/19/2008 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|--|
| Name: | Bank of America, N.A. |
| Street Address: | 231 S. LaSalle Street |
| Internal Address: | Charlene Wright-Jones Agency Management IL 1-231-10-41 |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60604 |
| Entity Type: | Bank: |

PROPERTY NUMBERS Total: 36

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------------------|
| Registration Number: | 2224795 | BARIAIR |
| Registration Number: | 1899749 | BARIKARE |
| Registration Number: | 2673119 | BARIMAXX |
| Registration Number: | 1544288 | BIODYNE KENETIC CONCEPTS |
| Registration Number: | 2722802 | COMFORT & SUPPORT MATTRESS |
| Registration Number: | 1873548 | DRI-FLO |
| Registration Number: | 1982163 | DYNAPULSE |
| Registration Number: | 1034556 | EXTREMITY PUMP |
| Registration Number: | 2520178 | FIRST STEP |
| Registration Number: | 2197614 | FIRSTSTEP SELECT |
| Registration Number: | 2084720 | FLUIDAIR ELITE |
| Registration Number: | 1556678 | FLUIDAIR KINETIC CONCEPTS INC. |
| Registration Number: | 2265587 | INTERCELL |

OP \$915.00 2224795

| | | |
|----------------------|---------|-------------------------|
| Registration Number: | 2171342 | KCI |
| Registration Number: | 1572615 | KCI |
| Registration Number: | 3230077 | KCI USA |
| Registration Number: | 1136063 | KEANE ROTO REST |
| Registration Number: | 1229840 | KINETIC CONCEPTS |
| Registration Number: | 2579823 | MAXXIS |
| Registration Number: | 2682776 | MINI V.A.C. |
| Registration Number: | 2871994 | PARADYNE |
| Registration Number: | 2169619 | PEDIDYNE |
| Registration Number: | 1861379 | PLEXIPULSE |
| Registration Number: | 1953014 | RIK |
| Registration Number: | 2310208 | ROTOPRONE |
| Registration Number: | 1098036 | ROTOREST |
| Registration Number: | 2646853 | S.I.M.P.L.E. |
| Registration Number: | 2543115 | THE CLINICAL ADVANTAGE |
| Registration Number: | 2621487 | THE CLINICAL ADVANTAGE |
| Registration Number: | 1552913 | THERAPULSE |
| Registration Number: | 1653319 | THERAREST |
| Registration Number: | 2046417 | TRIADYNE |
| Registration Number: | 2232572 | TRICELL |
| Registration Number: | 1982349 | V.A.C. |
| Registration Number: | 2254704 | V.A.C. DRAPE |
| Registration Number: | 2657666 | VACUUM ASSISTED CLOSURE |

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

| | |
|--------------------|----------------------|
| NAME OF SUBMITTER: | Penelope J.A. Agodoa |
| Signature: | /pja/ |
| Date: | 05/19/2008 |

TRADEMARK

REEL: 003779 FRAME: 0971

Total Attachments: 8

source=33346#page1.tif

source=33346#page2.tif

source=33346#page3.tif

source=33346#page4.tif

source=33346#page5.tif

source=33346#page6.tif

source=33346#page7.tif

source=33346#page8.tif

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, KCI LICENSING, INC., a Delaware corporation (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, KINETIC CONCEPTS, INC. (the "**Borrower**"), the Lenders party thereto, and BANK OF AMERICA, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, are parties to a Credit Agreement dated as of May 19, 2008 (as amended from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to (i) the Guarantee and Security Agreement dated as of May 19, 2008 (as amended, supplemented and/or otherwise modified from time to time, the "**Security Agreement**") among the Borrower, the Guarantors party thereto and Bank of America, N.A., as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Collateral Documents (including this Trademark Security Agreement), the Lien Grantor has guaranteed certain Secured Obligations (as defined in the Credit Agreement) and secured such Guarantee and its other Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark (*provided* that no security interest shall be granted in the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein

would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law);

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets (as defined in the Security Agreement).

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted under the terms of the Security Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the

terms and provisions of which are incorporated by reference herein as if fully set forth herein.

THIS SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS 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 OF THE PARTIES HERETO 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 COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO 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 IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LOAN PARTY, ANY LENDER OR THE L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY OTHER PARTY HERETO OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 19 day of May, 2008.

KCI LICENSING, INC.

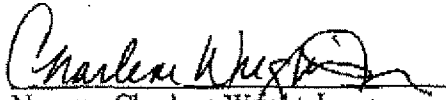
By: Marcia K. Bennett
Name: Marcia K. Bennett
Title: Vice President and Assistant
Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003779 FRAME: 0976

Acknowledged:

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

By: 
Name: Charlene Wright-Jones
Title: Assistant Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003779 FRAME: 0977

**Schedule I
to Trademark
Security Agreement**

Notwithstanding anything in these schedules, none of the Intellectual Property listed on these schedules shall be Collateral (within the meaning of the Loan Documents) if any Foreign Subsidiary has, (i) since November 1, 2007, funded, in whole or in part, any or all of the associated research and development, or (ii) in furtherance of the foreign operations of the Borrower and its Subsidiaries, funded, in whole or in part, any or all of the associated research and development pursuant to that certain Research and Development Cost Sharing and Royalty Agreement, dated as of December 31, 2001, between KCI Licensing, Inc. and KCI Medical Resources (Ireland) (successor to KCI International, VoF), as amended.

TRADEMARK LICENSES

None.

STATE TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK REGISTRATIONS

| TMARK | FILE | APP NO. | REG DATE | REG NO |
|---|-----------|------------|-----------|-----------|
| BARIAIR | 24-Jun-97 | 75/314,322 | 16-Feb-99 | 2,224,795 |
| BARIKARE | 01-Sep-93 | 74/432,737 | 13-Jun-95 | 1,899,749 |
| BARIMAXX | 16-Jul-01 | 76/286,132 | 07-Jan-03 | 2,673,119 |
| BIODYNE KINETIC CONCEPTS & DESIGN | 14-Sep-87 | 73/683,995 | 20-Jun-89 | 1,544,288 |
| COMFORT & SUPPORT MATTRESS | 04-Oct-01 | 76/320,701 | 03-Jun-03 | 2,722,802 |
| DRI-FLO & DESIGN | 20-Dec-93 | 74/472,268 | 17-Jan-95 | 1,873,548 |
| DYNAPULSE | 03-Feb-95 | 74/629,831 | 25-Jun-96 | 1,982,163 |
| EXTREMITY PUMP | 09-Feb-73 | 72/448,287 | 24-Feb-76 | 1,034,556 |
| FIRST STEP | 24-May-01 | 76/262,261 | 18-Dec-01 | 2,520,178 |
| FIRSTSTEP SELECT (STYLIZED) | 23-Jun-97 | 75/312,839 | 20-Oct-98 | 2,197,614 |
| FLUIDAIR ELITE | 06-Oct-95 | 75/003,887 | 29-Jul-97 | 2,084,720 |
| FLUIDAIR KINETIC CONCEPTS INC & DESIGN | 22-Sep-88 | 73/753,460 | 19-Sep-89 | 1,556,678 |

| TMARK | FILE | APP. NO. | REG. DATE | REG. NO. |
|---------------------------|-----------|------------|-----------|-----------|
| INTERCELL | 17-Sep-97 | 75/358,601 | 27-Jul-99 | 2,265,587 |
| KCI | 24-Jun-97 | 75/314,181 | 07-Jul-98 | 2,171,342 |
| KCI & DESIGN | 10-Apr-89 | 73/792,516 | 19-Dec-89 | 1,572,615 |
| KCI USA | 25-Apr-00 | 76/034,414 | 17-Apr-07 | 3,230,077 |
| KEANE ROTO REST | 05-May-77 | 73/162,179 | 27-May-80 | 1,136,063 |
| KINETIC CONCEPTS & DESIGN | 20-Apr-81 | 73/306,475 | 08-Mar-83 | 1,229,840 |
| MAXXIS | 17-Apr-00 | 76/026,895 | 11-Jun-02 | 2,579,823 |
| MINI V.A.C. | 04-Oct-01 | 76/320,959 | 04-Feb-03 | 2,682,776 |
| PARADYNE | 17-Apr-00 | 76/026,893 | 10-Aug-04 | 2,871,994 |
| PEDIDYNE | 23-Jun-97 | 75/312,849 | 30-Jun-98 | 2,169,619 |
| PLEXIPULSE (Stylized) | 28-Aug-91 | 74/198,926 | 01-Nov-94 | 1,861,379 |
| RIK | 30-Jan-95 | 74/626,950 | 30-Jan-96 | 1,953,014 |
| ROTOPRONE | 29-May-97 | 75/300,030 | 25-Jan-00 | 2,310,208 |
| ROTOREST | 05-May-77 | 73/125,374 | 01-Aug-78 | 1,098,036 |
| S.I.M.P.L.E. | 21-Dec-00 | 76/185,419 | 05-Nov-02 | 2,646,853 |
| THE CLINICAL ADVANTAGE | 23-Jul-01 | 78/075,152 | 26-Feb-02 | 2,543,115 |
| THE CLINICAL ADVANTAGE | 23-Jul-01 | 78/075,144 | 17-Sep-02 | 2,621,487 |
| THERAPULSE | 06-Jun-88 | 73/732,418 | 22-Aug-89 | 1,552,913 |
| THERAREST (STYLIZED) | 27-Feb-90 | 74/033,393 | 06-Aug-91 | 1,653,319 |
| TRIADYNE | 03-Feb-95 | 74/629,832 | 18-Mar-97 | 2,046,417 |
| TRICELL | 15-May-96 | 75/104,538 | 16-Mar-99 | 2,232,572 |
| V.A.C. | 01-May-95 | 74/676,320 | 25-Jun-96 | 1,982,349 |
| V.A.C. DRAPE | 12-Feb-97 | 75/243,151 | 22-Jun-99 | 2,254,704 |
| VACUUM ASSISTED CLOSURE | 15-Dec-99 | 75/874,141 | 10-Dec-02 | 2,657,666 |

NON-U.S. TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

None.

NON-US TRADEMARK APPLICATIONS

None.