

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sunrise Medical HHG Inc.		11/05/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Medline Industries, Inc.
Street Address:	One Medline Place
City:	Mundelein
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2891447	ENVOY
Registration Number:	1767971	G
Registration Number:	1543379	GRANDTOUR
Registration Number:	1938116	GUARDIAN
Registration Number:	1531825	GUARDIAN
Registration Number:	2766901	GUARDIAN
Registration Number:	3047013	GUARDIAN EASY CARE
Registration Number:	1686228	GUS, THE GUARDIAN LION
Registration Number:	2528790	
Registration Number:	1345905	QUIK-FIT
Registration Number:	1973091	RED DOT
Registration Number:	0868722	SAFE-T-WALKER
Registration Number:	0851974	UNI-POISE

CORRESPONDENCE DATA

900123268

**TRADEMARK
 REEL: 003908 FRAME: 0142**

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Fax Number: (312)554-8015
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Email: ttambolas@pattishall.com
Correspondent Name: Teresa D. Tambolas
Address Line 1: 311 S. Wacker Drive, Suite 5000
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	00786-001-01345
NAME OF SUBMITTER:	Teresa D. Tambolas
Signature:	/TDT/
Date:	12/22/2008

Total Attachments: 7
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Agreement”) made as of November 5, 2008, (the “Effective Date”) among Sunrise Medical HHG Inc., a California corporation (“Assignor”) and Medline Industries, Inc., an Illinois corporation (the “Assignee”).

Unless otherwise expressly defined herein, capitalized terms used in this Agreement shall have the meanings specified in the Asset Purchase Agreement (as defined herein).

WHEREAS, subject to the terms and conditions of that Amended and Restated Asset Purchase Agreement (as amended from time to time, the “Asset Purchase Agreement”), dated as of November 5, 2008, among the Assignor, the Assignee and the other parties therein, the Assignor has agreed to sell and transfer, and the Assignee has agreed to purchase and assume, the Purchased Assets, including without limitation the Intellectual Property set forth on Schedule 1.1(f) of the Asset Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Assets. On the terms and subject to the conditions of the Asset Purchase Agreement, the Assignor hereby sells, conveys, transfers, assigns, and delivers to the Assignee all of its right, title and interest in and to the Intellectual Property listed on Schedule A hereto, including Assignor’s common law rights together with the goodwill of the business appertaining to and/or symbolized by the trademarks listed on Schedule A hereto, and the Assignee does hereby accept all of the right, title and interest of the Assignor in and to such Intellectual Property.

2. Excluded Assets. This Agreement does not sell, convey, transfer or assign to Assignee any right, title or interest of the Assignor in and to any of the Excluded Assets.

3. Governing Law. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the state of Delaware applicable to contracts made and to be performed therein.

4. Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any party (by Contract, operation of Law or otherwise) without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and no other person shall have any right, remedy, benefit, liability or obligation under this Agreement as a third party beneficiary or otherwise.

5. Relationship to the Asset Purchase Agreement. This Agreement is intended to evidence the consummation of certain transactions contemplated by the Asset Purchase Agreement. This Agreement is made without representation or warranty, except as and to the extent provided in the Asset Purchase Agreement. In the event of any conflict or other

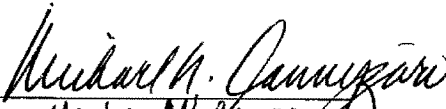
difference between the Asset Purchase Agreement and this Agreement, the provisions of the Asset Purchase Agreement shall control.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument, binding upon the parties hereto.


[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers as of the Effective Date.

SUNRISE MEDICAL HHG INC.

By: 
Name: Michael W. Cannizzaro
Title: Chairman, President & CEO

MEDLINE INDUSTRIES, INC.

By: 
Name: Alex H. Blum
Title: General Counsel

SCHEDULE A

Intellectual Property

Trademarks

MARK	Country	ID	Class	Status	Number	Date	Goods
ENVOY	US		10	REG	2,891,447	10/5/2004	Invalid walkers
G & DESIGN	US		10	REG	1,767,971	4/27/1993	Crutches; canes and quad canes for medical use; invalid walkers; hand grips, cushions and footpiece attachments for walking aids; commodes; bath seats and benches; disposable commode bags; grab bars; assist poles and patient lifters
GRANDTOUR	US		10	REG	1,543,379	6/13/1989	walking aids, namely walkers for aged, infirm and handicapped persons
GUARDIAN	US		10, 12	REG	1,938,116	11/28/1995	class 10 - invalid care products, namely, crutches, crutch and cane tips, cushions and hand grips for crutches; canes, quad canes, invalid cushions, bed tables, male and female portable urinals, emesis basins, bed pans, forearm crutches, folding forearm crutches, invalid seats, arm rests, commodes, transfer benches, positioning chairs, disposable waste bags, portable and non-portable shower heads, shower chairs, wall grab bars and rails, tub grab bars and rails, safety poles, bath shower seats, bath chairs, toilet safety frames, raised toilet seats, rolling walkers, cane walkers, walker attachments, folding canes, invalid walkers, invalid bath and shower attachments, cervical pillows, pediatric invalid wheeled and non-wheeled shower seats, pediatric invalid bath chairs, pediatric invalid positioning chairs, pediatric invalid commodes, blanket supports that elevate blankets above burn patients for use with specialized hospital beds used to treat burn patients, reachers for use by invalids to grasp objects; class 12 - wheel chairs
GUARDIAN	US		10	REG	1,531,825	3/28/1989	invalid care products, namely, crutches; crutch and cane tips, cushions and hand grips for crutches; canes; quad canes; invalid cushions; bed tables; blanket supports; male and female portable urinals; emesis basins; bed pans; forearm crutches; folding forearm crutches; invalid seats; arm rests; commodes; transfer benches; positioning chairs; disposable waste bags; portable and nonportable shower heads; shower chairs; wall grab bars and rails; tub grab bars and rails; safety poles; bath shower seats; bath chairs; toilet safety frames; raised toilet seats; rolling walkers; cane walkers; walker accessories; walking aids; folding canes;

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MARK	Country	ID	Class	Status	Number	Date	Goods
							pediatric commodes; pediatric wheeled and nonwheeled shower seats; pediatric bath chairs; pediatric positioning chairs; invalid walkers; invalid bath and shower accessories
GUARDIAN	MEXI	10	REG	549,416	5/28/1997	invalid care products, namely crutches; crutch and cane tips; invalid cushions; bed tables; blanket supports; male and female portable urinals; vomit vessels; urinals, forearm crutches, invalid seats; commodes; transfer benches; positioning chairs; disposable waste bags; portable and non-portable shower heads; shower chairs; wall grab bars and rails; tub grab bars and rails; safety poles; bath shower seats; bath chairs; toilet safety frames, raised toilet seats; rolling walkers; cane walkers; walker accessories; walking aids; folding canes; pediatric commodes; pediatric wheeled and non-wheeled shower seats; pediatric bath chairs; pediatric positioning chairs; invalid walkers; invalid bath and shower accessories	
GUARDIAN	US	20	REG	2,766,901	9/23/2003	Beds, and accessories and replacement parts therefore, namely, headboard end panels, footboard end panels, side rails, bed frames, bed springs, motors for electrically operated beds, mattress stops, caster wheels for beds	
GUARDIAN EASY CARE	US	10	REG	3,047,013	1/17/2006	Invalid walking aid, namely invalid walkers and canes for invalids; invalid toilet aids, namely commodes; invalid bathing aids, namely shower chairs and transfer benches	
GUS, THE GUARDIAN LION	US	10	REG	1,686,228	5/12/1992	crutches; canes and quad canes for medical use; invalid walkers; hand grips, cushions and footpiece attachments for walking aids; commodes; bath seats and benches; disposable commode bags; grab bars; assist poles and patient lifters	
MISCELLANEOUS DESIGN (Walker K Frame)	US	10	REG	2,528,790	1/15/2002	medical devices for use by physically challenged persons; namely walkers	
QUIK-FIT & DESIGN	US	10	REG	1,345,905	7/2/1985	Crutches	
RED DOT	US	10	REG	1,973,091	5/7/1996	walkers and crutches	
SAFE-T-WALKER	US	10	REG	868,722	4/29/1969	invalid walkers	

MARK	Country	ID	Class	Status	Number	Date	Goods
UNI-POISE	US		10	REG	851,974	7/2/1968	crutches, crutch parts and accessories, canes, and invalid walking aids