

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC, as Agent		01/10/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Chesapeake Rehab Equipment, Inc.		
Street Address:	1111 Cromwell Ave., Suite 601		
City:	Rocky Hill		
State/Country:	CONNECTICUT		
Postal Code:	06067		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4124468	CHESAPEAKE REHAB EQUIPMENT	
Registration Number:	4120782	CHESAPEAKE REHAB EQUIPMENT	
Serial Number:	85298648	CHESAPEAKE REHAB EQUIPMENT	
Serial Number:	85298687	CHESAPEAKE REHAB EQUIPMENT	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	334164-24		
900244110		TRADEMARK REEL: 004942 FRAME: 0221	

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NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	01/14/2013
Total Attachments: 4 source=Trademark Release- Chesapeake#page1.tif source=Trademark Release- Chesapeake#page2.tif source=Trademark Release- Chesapeake#page3.tif source=Trademark Release- Chesapeake#page4.tif	

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “**Release**”) is made as of January 10, 2013, by Madison Capital Funding LLC, as Agent for the Lenders (in such capacity “**Grantee**”), in favor of Chesapeake Rehab Equipment, Inc., a Maryland corporation (“**Grantor**”).

WITNESSETH:

WHEREAS, Grantee and Grantor are party to that certain Trademark Security Agreement, dated as of July 1, 2011 (as amended, restated supplemented, reaffirmed or otherwise modified prior to the date hereof, the “**Security Agreement**”; capitalized terms which are not defined herein have the meanings given to such terms in the Security Agreement), pursuant to which Grantor granted a security interest to Grantee in, and a collateral assignment to Grantee of, among other things, the Trademarks of Grantor, including but not limited to the trademark registrations and trademark applications (and intellectual property relating to same) of Grantor, including, without limitation, the trademark registrations and trademark applications (and intellectual property relating to same) set forth on Exhibit A attached hereto;

WHEREAS, Grantor has requested that Grantee release its security interest in certain of the trademark registrations and trademark applications of Grantor and reassign the same to Grantor; and

WHEREAS, Grantee has agreed to terminate and release the entirety of its security interest in and to Grantor’s trademark registrations and trademark applications.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantee hereby states as follows:

1. Grantee hereby terminates, cancels, re-pledges, reassigns and releases, without any representation, warranty, recourse or undertaking by Grantee, any and all security interests in all of Grantor’s right, title and interest in and to all of the following:

(a) each Trademark owned by Grantor, including but not limited to each trademark, trademark registration and trademark application owned by Grantor, including, without limitation, the trademark registrations, trademark applications and trademark licenses referred to on Exhibit A attached hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of, or injury to the goodwill associated with, any Trademark or trademark registration owned by Grantor including, without limitation, the Trademarks and trademark registrations referred to on Exhibit A

attached hereto, the trademark registrations issued with respect to the trademark applications referred to on Exhibit A attached hereto and the Trademarks licensed under any trademark license referred to on Exhibit A attached hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantee has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

MADISON CAPITAL FUNDING LLC,
as Grantee

By: 
Name: Craig Lacy
Title: Chief Credit Officer
Senior Managing Director

EXHIBIT A

Trademark Registrations

Trademark	Registration Number	Registration Date
CHESAPEAKE REHAB EQUIPMENT	4124468	4-10-2012
CHESAPEAKE REHAB EQUIPMENT	4120782	4-3-2012

Trademark Applications

Trademark	Application Number	Application Date
CHESAPEAKE REHAB EQUIPMENT	85/298,648	04/19/2011
	85/298,687	04/19/2011