

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325073

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Comfort Medical, LLC		11/26/2014	LIMITED LIABILITY COMPANY: FLORIDA
Liberty Medical, LLC		11/26/2014	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3219346	LIBERTY
Registration Number:	3092188	LIBERTY
Registration Number:	3240153	LIBERTY
Registration Number:	3618554	LIBERTY
Registration Number:	3606087	LIBERTY
Registration Number:	3618555	LIBERTY
Registration Number:	4266038	LIBERTY
Registration Number:	4077577	LIBERTY HEALTHY LIVING
Registration Number:	4077576	LIBERTY HEALTHY LIVING
Registration Number:	4313504	LIBERTY HEALTHY LIVING
Registration Number:	4313505	LIBERTY HEALTHY LIVING
Registration Number:	4400521	LIBERTY HEALTHYLIVING
Registration Number:	4075291	LIBERTY LINK
Registration Number:	2737930	WE DELIVER BETTER HEALTH
Registration Number:	3492556	LIBERTY MEDICAL RESPONSE
Serial Number:	86230357	COMFORT CATHETER
Registration Number:	4248666	COMFORT MEDICAL

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86230331	COMFORT CATH
Registration Number:	4150557	LIBERTY HEALTHYLIVING

CORRESPONDENCE DATA

Fax Number: 4044435697
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 404-443-5649
Email: lallen@mcguirewoods.com
Correspondent Name: Laura Phillips, Esq.
Address Line 1: McGuireWoods LLP
Address Line 2: 1230 Peachtree St., N.E., Ste., 2100
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2050289-0098 LIBERTY
NAME OF SUBMITTER:	Latosha E. Allen
SIGNATURE:	/Latosha E. Allen/
DATE SIGNED:	12/04/2014

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 26th day of November, 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among LIBERTY MEDICAL HOLDINGS, LLC, a Florida limited liability company (the "Parent"), LIBERTY MEDICAL, LLC, a Florida limited liability company and COMFORT MEDICAL, LLC, a Florida limited liability company, and each other entity signatory thereto as a Borrower (each individually as a "Borrower", and individually and collectively, jointly and severally, as "Borrowers"), the lenders party thereto, and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of November 26, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

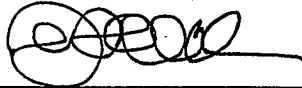
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

COMFORT MEDICAL, LLC

By: 
Name: David A. Wallace
Title: Manager

LIBERTY MEDICAL, LLC

By: _____
Name: Shaun L. McGruder
Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name:
Title: Duly Authorized Signatory

LIBERTY MEDICAL, LLC
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
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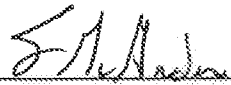
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

COMFORT MEDICAL, LLC

By: _____
Name: David A. Wallace
Title: Manager

LIBERTY MEDICAL, LLC

By:  _____
Name: Shaun L. McGruder
Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name:
Title: Duly Authorized Signatory

LIBERTY MEDICAL, LLC
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 005413 FRAME: 0416

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

LIBERTY MEDICAL, LLC

By: _____
Name: Shaun L. McGruder
Title: Manager

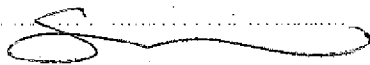
COMFORT MEDICAL, LLC

By: _____
Name: David A. Wallace
Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: 
Name: Tracy Hopkins
Title: Duly Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
LIBERTY MEDICAL, LLC	USA	Liberty	3219346	Nov 24, 2003 / Mar 20, 2007
LIBERTY MEDICAL, LLC	USA	Liberty	3092188	Nov 24, 2003 / May 16, 2006
LIBERTY MEDICAL, LLC	USA	Liberty	3240153	Sep 17, 1999 / May 08, 2007
LIBERTY MEDICAL, LLC	USA	Liberty	3618554	May 29, 2008 / May 12, 2009
LIBERTY MEDICAL, LLC	USA	Liberty & Design	3606087	Nov 24, 2003 / Apr 14, 2009
LIBERTY MEDICAL, LLC	USA	Liberty & Flag Design	3618555	May 29, 2008 / May 12, 2009
LIBERTY MEDICAL, LLC	USA	Liberty & Flag Design	4266038	May 17, 2012 / Jan 01, 2013
LIBERTY MEDICAL, LLC	USA	Liberty Healthy Living & Design	4077577	Mar 05, 2010 / Dec 27, 2011
LIBERTY MEDICAL, LLC	USA	Liberty Healthy Living & Design (stacked)	4077576	Mar 05, 2010 / Dec 27, 2011
LIBERTY MEDICAL, LLC	USA	Liberty Healthy Living & Horizontal Design	4313504	Dec 16, 2010 / April 2, 2013
LIBERTY MEDICAL, LLC	USA	Liberty Healthy Living & Stacked Design	4313505	Dec 16, 2010 / April 2, 2013
LIBERTY MEDICAL, LLC	USA	Liberty Healthy Living	4400521	Dec 16, 2010 / September 10, 2013

LIBERTY MEDICAL, LLC	USA	Liberty Healthy Living	4150557	Nov 11, 2009 / May 29, 2012
LIBERTY MEDICAL, LLC	USA	Liberty Link & Design	4075291	Feb 15, 2011 / Dec 20, 2011
LIBERTY MEDICAL, LLC	USA	We Deliver Better Health	2737930	Mar 15, 2001 / Jul 15, 2003
LIBERTY MEDICAL, LLC	USA	Liberty Medical Response	3492556	Mar 21, 2008 / Aug 26, 2008
COMFORT MEDICAL, LLC	USA	Comfort Catheter	86230357	Mar. 24, 2014
COMFORT MEDICAL, LLC	USA	Comfort Cath	86230331	Mar. 24, 2014
COMFORT MEDICAL, LLC	USA	Comfort Medical	4248666	Sept. 29, 2011

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses

Legal Entity	Counterparty	Agreement	Date
Liberty Medical Supply, Inc.	Coloplast Corporation	Copyright and Related Rights License Grant	Mar. 2, 2009
Liberty Healthcare Group, Inc.	Paquin Healthcare Companies, Inc.	Agreement For Services	Dec. 4, 2013