

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452153

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
US Med-Equip, LLC	FORMERLY US Med-Equip, Inc.	11/22/2017	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Cadence Bank, N.A.
Street Address:	2800 Post Oak Boulevard
Internal Address:	Suite 3800
City:	Houston
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	87580529	USMED-EQUIP
Serial Number:	87580520	USMED-EQUIP EQUIPPED FOR SUCCESS.
Serial Number:	87580515	EQUIPPED FOR SUCCESS.
Serial Number:	87579396	US MED-EQUIP
Serial Number:	87580535	
Serial Number:	87668363	MYSMARTS
Serial Number:	87667814	SMARTS
Serial Number:	87667688	STAR TRAX
Serial Number:	87667579	STAR TRAX
Serial Number:	87685228	US MED-EQUIP EQUIPPED FOR SUCCESS.

CORRESPONDENCE DATA

Fax Number:

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: 713-653-8898

Email: parker.pritchett@tklaw.com

Correspondent Name: Virginia Parker Pritchett

Address Line 1: 811 Main Street

TRADEMARK

Address Line 2: Suite 2500
Address Line 4: Houston, TEXAS 77002

NAME OF SUBMITTER: Virginia Parker Pritchett

SIGNATURE: /s/ Virginia Parker Pritchett

DATE SIGNED: 11/27/2017

Total Attachments: 5

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COLLATERAL ASSIGNMENT OF TRADEMARKS

This COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of November 22, 2017 (“Agreement”), between US MED-EQUIP, LLC, a Texas limited liability company (together with its successors and assigns, the “Assignor”), and CADENCE BANK, N.A., as Secured Party (together with its successors and assigns in such capacity, the “Secured Party”):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of November 22, 2017 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”), among (a) ORG USME BUYER, LLC, a Delaware limited liability company (“USME Buyer” or a “Borrower”), as a borrower, (b) contemporaneously with the consummation of the US Med-Equip Acquisition (as defined in the Credit Agreement referred to below), Assignor, as a borrower (“US Med-Equip” or a “Borrower”) and (c) ORG USME HOLDINGS, LLC, a Delaware limited liability company (the “Parent”), as the parent, the other Persons party thereto as Credit Parties and the Secured Party.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of November 22, 2017 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Assignor, the other grantors named therein and the Secured Party, pursuant to which the Assignor has granted to the Secured Party for the benefit of the Secured Creditors a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Secured Party and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Secured Party, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Secured Party shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

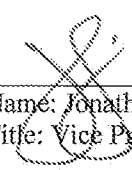
Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Secured Party primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Secured Party, for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

[Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

US MED-EQUIP, LLC, as Assignor

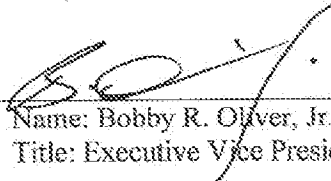
By: _____


Name: Jonathan D. Gormin
Title: Vice President

Accepted and acknowledged by:

CADENCE BANK, N.A., as
Secured Party

By: _____


Name: Bobby R. Oliver, Jr.
Title: Executive Vice President

Schedule A
to Collateral Assignment of
Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No. and/or Registration No.</u>	<u>Application Filing Date and/or Registration Date</u>
US Med-Equip, LLC	USMED-EQUIP	USA	87580529	August 23, 2017
US Med-Equip, LLC	USMED-EQUIP Equipped for Success. (stylized)	USA	87580520	August 23, 2017
US Med-Equip, LLC	Equipped for Success.	USA	87580515	August 23, 2017
US Med-Equip, LLC	US MED-EQUIP (no tag, no eagle)	USA	87579396	August 22, 2017
US Med-Equip, LLC	Eagle (black and white)	USA	87580535	August 23, 2017
US Med-Equip, LLC	mySMARTS	USA	87668363	November 1, 2017
US Med-Equip, LLC	SMARTS	USA	87667814	November 1, 2017
US Med-Equip, LLC	STAR Trax (stylized)	USA	87667688	November 1, 2017
US Med-Equip, LLC	STAR Trax	USA	87667579	November 1, 2017
US Med-Equip, LLC	USMED-EQUIP Equipped for Success.	USA	87685228	November 15, 2017