

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Joerns LLC		03/29/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
Joerns Healthcare, LLC		03/29/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Fifth Street Finance Corp.
<b>Street Address:</b>	10 Bank Street, 12th Floor
<b>City:</b>	White Plains
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10606
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 58**

Property Type	Number	Word Mark
Registration Number:	3224340	ARISE
Registration Number:	1603577	BIO CLINIC
Registration Number:	1345906	BIOGARD
Registration Number:	1613688	BIOTHERAPY
Registration Number:	2404028	CAIR1000
Registration Number:	2893555	DERMAFLOAT
Registration Number:	2162612	DERMATECH
Registration Number:	3330998	DUOTHERAPY
Registration Number:	1344452	EASY CARE
Registration Number:	1025244	EGG CRATE
Registration Number:	2379765	FLAPCAIR
Registration Number:	1785317	HOYER

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Registration Number:	3064498	HOYER ADVANCE
Registration Number:	3047038	HOYER ARISE
Registration Number:	3437656	HOYER COMFORT PAD
Registration Number:	3042845	HOYER PRESENCE
Registration Number:	2392194	IMPRINT
Registration Number:	1024152	JOERNS
Registration Number:	3640050	JOERNS HEALTHCARE
Registration Number:	2192009	ONESOURCE
Registration Number:	3124947	ORTHODERM
Registration Number:	3437880	PREVAMATT
Registration Number:	3241450	PROCAIR
Registration Number:	1441235	TABLE PLUS
Registration Number:	3232622	TRILINE
Registration Number:	2278167	TURN CAIR
Registration Number:	3236168	TXCAIR
Registration Number:	3241453	TXSEAT
Registration Number:	2404893	ULTRACARE
Registration Number:	3239034	WOUNDLINK
Registration Number:	3239033	WOUNDLINK
Registration Number:	4016513	CALIBRE
Registration Number:	3877732	P.R.O. TECHNOLOGY
Registration Number:	3608850	HOYERPRO
Registration Number:	3670711	ULTRALOCK
Registration Number:	3677598	JOURNEY
Registration Number:	3505153	STATURE
Registration Number:	3558825	ELEVATE
Registration Number:	3528850	P.R.O. MATT
Registration Number:	3561639	JOERNS HEALTHCARE
Registration Number:	3561634	JOERNS
Registration Number:	3390772	SUNTEC
Registration Number:	3599428	DOLPHIN BED
Registration Number:	3620136	DOLPHIN TECHNOLOGY
Registration Number:	3632245	DOLPHIN PRESSURE REDISTRIBUTION SYSTEM
Registration Number:	3632246	DOLPHIN PAD
Registration Number:	3632247	DOLPHIN MATTRESS

	3808666	FLUID IMMERSION SIMULATION
Registration Number:	3822730	AUTOVECTOR
Registration Number:	3568507	AMERICAN OF MARTINSVILLE
Registration Number:	3568508	AOM STUDIOS
Registration Number:	3329166	PREVENT
Registration Number:	1772375	AMERICAN OF MARTINSVILLE
Registration Number:	1044876	AMERICAN OF MARTINSVILLE
Serial Number:	85834752	CLIMATECAIR
Serial Number:	85699265	PREVENT
Serial Number:	85609828	XDRIVE
Serial Number:	85316401	SAFESUITE

**CORRESPONDENCE DATA**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: dcassinelli@proskauer.com

Correspondent Name: Diane Cassinelli

Address Line 1: c/o Proskauer Rose LLP

Address Line 2: One International Place, 22nd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:

28514/101

NAME OF SUBMITTER:

Diane Cassinelli

Signature:

/Diane Cassinelli/

Date:

04/10/2013

**Total Attachments: 9**

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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Agent pursuant to or in connection with this Agreement, the terms of this Agreement, and the exercise of any right or remedy by the Second Lien Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of March 29, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), between General Electric Capital Corporation, as the First Lien Agent and Fifth Street Finance Corp., as the Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this agreement, the terms of the Intercreditor Agreement shall control.

#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 29, 2013, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Fifth Street Finance Corp. (“Fifth Street”), as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

#### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of March 29, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the Borrower Representative, the other Credit Parties party thereto, the Lenders from time to time party thereto and Fifth Street, as Agent for the Lenders and for itself as a Lender, the Lenders have severally agreed to make Term Loans to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective Term Loans to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE  
FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**JOERNS LLC**, a California limited liability company

By: M. J. [Signature]  
Name: MARK JOERNS  
Title: CEO

**JOERNS HEALTHCARE, LLC**, a Delaware limited liability company

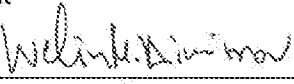
By: M. J. [Signature]  
Name: MARK JOERNS  
Title: CEO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED  
as of the date first written above:

FIFTH STREET FINANCE CORP.,  
as Agent

By: Fifth Street Management LLC,  
a Delaware limited liability company,  
its Agent

By:   
Name: Ivelin M. Dimitrov  
Title: Chief Investment Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS<sup>1</sup>

Trademark	Serial Number	Filing Date	Registration Number	Registration Date	Status	Owner
ARISE	78-737576	10/20/2005	3224340	4/3/07	Registered	Joerns LLC
BIO CLINIC	73-829557	10/5/1989	1603577	6/26/1990	Renewed (Registered)	Joerns Healthcare, LLC
BIOGARD	73-484974	6/13/1984	1345906	7/2/1985	Renewed (Registered)	Joerns Healthcare, LLC
BIOTHERAPY	73-835628	11/2/1989	1613688	9/18/1990	Renewed (Registered)	Joerns Healthcare, LLC
CAIR1000	75-842615	11/8/1999	2404028	11/14/2000	Registered	Joerns LLC
DERMAFLOAT	78-316460	10/21/2003	2893555	10/12/2004	Registered	Joerns Healthcare, LLC
DERMATECH	75-120033	6/17/1996	2162612	6/2/1998	Renewed (Registered)	Joerns Healthcare, LLC
DUOTHERAPY	78-620472	5/1/2005	3330998	11/6/07	Registered	Joerns Healthcare, LLC

<sup>1</sup> \* Indicates a released lien, where no filing with the USPTO or Library of Congress, with the intent to terminate such lien, was made as of the Closing Date, but where such filing will be made as a post-closing matter.

\*\* Indicates an unreleased lien, where no filing with the USPTO or Library of Congress, with the intent to terminate such lien, was made as of the Closing Date, but where such filing will be made as a post-closing matter.



Trademark	Serial Number	Filing Date	Registration Number	Registration Date	Status	Owner
EASY CARE	73-429008	6/6/1983	1344452	6/25/1985	Renewed (Registered)	Joerns Healthcare, LLC
EGG CRATE	73-043330	2/3/1975	1025244	11/18/1975	Renewed (Registered)	Joerns Healthcare, LLC
FLAPCAIR	75-841225	11/5/1999	2379765	8/22/2000	Renewed (Registered)	Joerns LLC
HOYER	74-300116	8/3/1992	1785317	8/3/1993	Renewed (Registered)	Joerns Healthcare, LLC
HOYER ADVANCE	78-453384	7/20/2004	3064498	2/28/2006	Registered	Joerns Healthcare, LLC
HOYER ARISE	78-453410	7/20/2004	3047038	1/17/2006	Registered	Joerns Healthcare, LLC
HOYER COMFORT PAD	78-554728	1/27/2005	3437656	5/27/08	Registered	Joerns Healthcare, LLC
HOYER PRESENCE	78-453469	7/20/2004	3042845	1/10/2006	Registered	Joerns Healthcare, LLC
IMPRINT	75-604893	12/14/1998	2392194	10/3/2000	Renewed (Registered)	Joerns Healthcare, LLC
JOERNS	73-017685	4/1/1974	1024152	11/4/1975	Renewed (Registered)	Joerns Healthcare, LLC
JOERNS HEALTHCARE	77014303	10/5/06	3640050	6/16/09	Registered	Joerns Healthcare, LLC
ONESOURCE	75-284591	5/1/1997	2192009	9/29/1998	Renewed (Registered)	Joerns Healthcare, LLC
ORTHODERM	78-620473	5/1/2005	3124947	8/1/2006	Registered	Joerns Healthcare, LLC

Trademark	Serial Number	Filing Date	Registration Number	Registration Date	Status	Owner
PREVAMATT	78-737566	10/20/2005	3437880	5/27/08	Registered	Joerns LLC
PROCAIR	78-737517	10/20/2005	3241450	5/15/07	Registered	Joerns LLC
TABLE PLUS	73-624549	10/7/1986	1441235	6/2/1987	Renewed (Registered)	Joerns Healthcare, LLC
TRILINE AND DESIGN	78-737607	10/20/2005	3232622	4/24/07	Registered	Joerns LLC
TURN CAIR	75-556131	9/21/1998	2278167	9/14/1999	Renewed (Registered)	Joerns LLC
TXCAIR	78-737551	10/20/2005	3236168	5/1/07	Registered	Joerns LLC
TXSEAT	78-737584	10/20/2005	3241453	5/15/07	Registered	Joerns LLC
ULTRACARE	75-799411	9/9/1999	2404893	11/14/2000	Renewed (Registered)	Joerns Healthcare, LLC
WOUNDLINK AND DESIGN	78-737492	10/20/2005	3239034	5/8/07	Registered	Joerns LLC
WOUNDLINK	78-737461	10/20/2005	3239033	5/8/07	Registered	Joerns LLC
CALIBRE	77897795	12/21/09	4016513	08/23/2011	Registered	Joerns Healthcare, LLC
P.R.O. TECHNOLOGY	77776521	7/8/09	3877732	11/16/2010	Registered	Joerns Healthcare, LLC
HOYERPRO	77584277	10/2/08	3608850	4/21/09	Registered	Joerns Healthcare, LLC
ULTRALOCK	77550670	8/19/08	3670711	8/18/09	Registered	Joerns Healthcare, LLC
JOURNEY	77510971	6/30/08	3677598	9/1/09	Registered	Joerns Healthcare, LLC
STATURE	77416791	3/8/08	3505153	9/23/08	Registered	Joerns Healthcare, LLC
ELEVATE	77400069	2/19/08	3558825	1/6/09	Registered	Joerns Healthcare, LLC

Trademark	Serial Number	Filing Date	Registration Number	Registration Date	Status	Owner
P.R.O. MATT	77348168	12/10/07	3528850	11/4/08	Registered	Joerns Healthcare, LLC
JOERNS HEALTHCARE	77085670	1/18/07	3561639	1/13/09	Registered	Joerns Healthcare, LLC
JOERNS	77083645	1/16/07	3561634	1/13/09	Registered	Joerns Healthcare, LLC
SUNTEC	77057962	12/6/06	3390772	3/4/08	Registered	Joerns Healthcare, LLC
DOLPHIN BED	77288367	9/25/07	3599428	3/31/09	Registered	Joerns LLC
DOLPHIN TECHNOLOGY	77288296	9/25/07	3620136	5/12/09	Registered	Joerns LLC
DOLPHIN PRESSURE REDISTRIBUTION SYSTEM	77288225	9/25/07	3632245	6/2/09	Registered	Joerns LLC
DOLPHIN PAD	77288260	9/25/07	3632246	6/2/09	Registered	Joerns LLC
DOLPHIN MATTRESS	77288358	9/25/07	3632247	6/2/09	Registered	Joerns LLC
FLUID IMMERSION SIMULATION	77652493	1/20/09	3808666	6/22/10	Registered	Joerns LLC
AUTOVECTOR	77652490	1/20/09	3822730	7/20/10	Registered	Joerns LLC
AMERICAN OF MARTINSVILLE**	77399966	02/19/2008	3568507	01/27/2009	Registered	Joerns Healthcare, LLC
AOM STUDIOS**	77399970	02/19/2008	3568508	01/27/2009	Registered	Joerns Healthcare, LLC

Trademark	Serial Number	Filing Date	Registration Number	Registration Date	Status	Owner
PREVENT	78743949	10/31/2005	3329166	11/06/2007	Registered	Joerns Healthcare, LLC
AMERICAN OF MARTINSVILLE**	74196873	08/22/1991	1772375	05/18/1993	Renewed (Registered)	Joerns Healthcare, LLC
AMERICAN OF MARTINSVILLE**	73018497	04/11/1974	1044876	07/27/1976	Renewed (Registered)	Joerns Healthcare, LLC

## 2. TRADEMARK APPLICATIONS

Trademark	Application Number	Application Date	Status	Owner
CLIMATECAIR	85834752	01/29/2013	Published – (Pending)	Joerns Healthcare, LLC
PREVENT	85699265	08/09/2012	Published – (Pending)	Joerns Healthcare, LLC
XDRIVE	85609828	04/26/2012	Published – (Pending)	Joerns Healthcare, LLC
SAFESUITE	85316401	05/09/2011	Published – (Pending)	Joerns Healthcare, LLC

## 3. IP LICENSES

N/A