

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399320

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust		09/20/2016	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	KCI LICENSING, INC.		
Street Address:	12930 W Interstate 10		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78249		
Entity Type:	Corporation: DELAWARE		
Name:	LIFECCELL CORPORATION		
Street Address:	12930 W Interstate 10		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78249		
Entity Type:	Corporation: DELAWARE		
Name:	KINETIC CONCEPTS, INC.		
Street Address:	12930 W Interstate 10		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78249		
Entity Type:	Corporation: TEXAS		
Name:	TECHNIMOTION, LLC		
Street Address:	12930 W Interstate 10		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78249		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 92			
Property Type	Number	Word Mark	
Registration Number:	1034556	EXTREMITY PUMP	
TRADEMARK			

Property Type	Number	Word Mark
Registration Number:	1098036	ROTOREST
Registration Number:	1229840	KINETIC CONCEPTS
Registration Number:	1552913	THERAPULSE
Registration Number:	1572615	KCI
Registration Number:	1653319	THERAREST
Registration Number:	1861379	PLEXIPULSE
Registration Number:	1873548	DRI-FLO
Registration Number:	1899749	BARIKARE
Registration Number:	1953014	RIK
Registration Number:	1982163	DYNAPULSE
Registration Number:	1982349	V.A.C.
Registration Number:	2046417	TRIADYNE
Registration Number:	2084720	FLUIDAIR ELITE
Registration Number:	2169619	PEDIDYNE
Registration Number:	2171342	KCI
Registration Number:	2197614	FIRSTSTEP SELECT
Registration Number:	2224795	BARIAIR
Registration Number:	2232572	TRICELL
Registration Number:	2254704	V.A.C. DRAPE
Registration Number:	2265587	INTERCELL
Registration Number:	2310208	ROTOPRONE
Registration Number:	2520178	FIRST STEP
Registration Number:	2543115	THE CLINICAL ADVANTAGE
Registration Number:	2579823	MAXXIS
Registration Number:	2621487	THE CLINICAL ADVANTAGE
Registration Number:	2657666	VACUUM ASSISTED CLOSURE
Registration Number:	2673119	BARIMAXX
Registration Number:	2719241	KCI THE CLINICAL ADVANTAGE
Registration Number:	2792362	V.A.C. FREEDOM
Registration Number:	2798665	KINAIR MEDSURG
Registration Number:	2840972	T.R.A.C.
Registration Number:	2848229	
Registration Number:	2865466	TRIADYNE PROVENTA
Registration Number:	2875500	ATMOSAIR
Registration Number:	2907113	GRANUFOAM
Registration Number:	2923140	DRI-FLO
Registration Number:	2940436	V.A.C. ATS
Registration Number:	2949221	V.A.C. INSTILL

Property Type	Number	Word Mark
Registration Number:	2950364	MAXXAIR ETS
Registration Number:	2952720	THERAREST SMS
Registration Number:	2957676	FLUIDAIR
Registration Number:	2957677	KINAIR
Registration Number:	2974376	KINAIR MEDSURG
Registration Number:	3004259	KCI EXPRESS
Registration Number:	3067395	THERAKAIR
Registration Number:	3074336	AIRMAXXIS
Registration Number:	3091065	APOD
Registration Number:	3124542	V.A.C. GRANUFOAM SILVER
Registration Number:	3230077	KCI USA
Registration Number:	3260702	KCI THE CLINICAL ADVANTAGE
Registration Number:	3261409	THE V.A.C. SYSTEM
Registration Number:	3277340	V.A.C. INSTILL THERAPY
Registration Number:	3296849	KCI THE CLINICAL ADVANTAGE
Registration Number:	3304694	V.A.C. GRANUFOAM SILVER
Registration Number:	3308999	INSTAFLATE
Registration Number:	3345980	INFOV.A.C.
Registration Number:	3346030	ACTIV.A.C.
Registration Number:	3346192	FIRST STEP ALL IN ONE
Registration Number:	3358054	V.A.C. WHITEFOAM
Registration Number:	3365504	UNLOCK THE SCIENCE OF WOUND HEALING
Registration Number:	3403483	FIRST STEP SELECT
Registration Number:	3410841	SEAL CHECK
Registration Number:	3420471	SENSAT.R.A.C.
Registration Number:	3427846	V.A.C. WRN
Registration Number:	3521505	
Registration Number:	3595958	V.A.C. READY CARE
Registration Number:	3703542	
Registration Number:	3729252	
Registration Number:	3731752	V.A.C. CUSTOMER PLUS
Registration Number:	3753222	ABTHERA
Registration Number:	3761859	WOUNDMD
Registration Number:	3785818	KCI
Registration Number:	3883371	PREVENA
Registration Number:	3887702	V.A.C.VIA
Registration Number:	3901905	IN SAFE HANDS
Registration Number:	3905272	VISICHECK

Property Type	Number	Word Mark
Registration Number:	3937856	T.R.A.C.
Registration Number:	3963054	SKIN IQ
Registration Number:	3978418	RELIEFZONE
Registration Number:	1475428	LIFECCELL
Registration Number:	1782561	ALLODERM
Registration Number:	2423820	MICRONIZED ALLODERM
Registration Number:	2541467	CYMETRA
Registration Number:	2632229	REPLIFORM
Registration Number:	2880996	ALLODERM GBR
Registration Number:	3423844	STRATTICE
Registration Number:	3551289	CONEXA
Registration Number:	3895060	TECHNIMOTION
Serial Number:	85291819	LIFECCELL
Serial Number:	85291784	
Serial Number:	85120035	ALLODERM

CORRESPONDENCE DATA

Fax Number: 2124464900
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: 2124464800
Email: hayley.smith@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
Address Line 1: Attn: Hayley Smith
Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	40087-89-RFS
NAME OF SUBMITTER:	Hayley Smith
SIGNATURE:	//Hayley Smith//
DATE SIGNED:	09/21/2016

Total Attachments: 7
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of September 20, 2016 (the “Effective Date”), is made by Wilmington Trust, National Association, in its capacity as Collateral Agent (the “Collateral Agent”), in favor of the grantor parties identified on the signature pages hereto (the “Grantors”).

WHEREAS, pursuant to that certain Second Lien Intellectual Property Security Agreement, dated as of November 4, 2011, by and among the Collateral Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Short Form Second Lien Intellectual Property Security Agreement, dated as of November 4, 2011 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 8, 2011 at Reel/Frame 4682/0183;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Collateral, including, without limitation, the trademark registrations and applications set forth Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreement (the “Trademark Collateral”). If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Security Agreement or the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

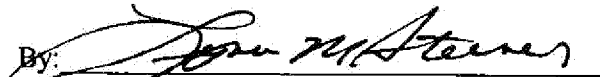
3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

6. Concerning the Collateral Agent. In delivering this Release, Wilmington Trust, National Association shall be entitled to all of the rights, privileges and immunities of the Collateral Agent under the Indenture (as defined in the Security Agreement), the Security Agreement and the Trademark Security Agreement.

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, acting in its capacity as Col-
lateral Agent for the Secured Parties

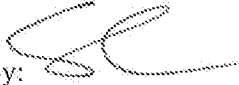
By: 
Name: Lynn M. Steiner
Title: Vice President

[Signature Page to Release in Security Interest in Trademarks]

**TRADEMARK
REEL: 005882 FRAME: 0457**

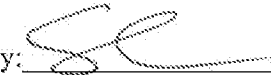
GRANTORS:

**KCI LICENSING, INC.
LIFECELL CORPORATION
TECHNIMOTION, LLC**

By: 

Name: Eileen Y. Passmore
Title: Secretary

KINETIC CONCEPTS, INC.

By: 

Name: Eileen Y. Passmore
Title: Assistant Secretary

{Signature Page to Release in Security Interest in Trademarks}

United States Trademarks

Trademark	Registration No.	Registered owner/Grantor
EXTREMITY PUMP	1,034,556	KCI Licensing, Inc.
ROTOREST	1,098,036	KCI Licensing, Inc.
KINETIC CONCEPTS & DESIGN	1,229,840	KCI Licensing, Inc.
THERAPULSE	1,552,913	KCI Licensing, Inc.
KCI & DESIGN	1,572,615	KCI Licensing, Inc.
THERAREST (STYEZED)	1,653,319	KCI Licensing, Inc.
PLEXIPULSE (Stylized)	1,861,379	KCI Licensing, Inc.
DRI-FLO & DESIGN	1,873,548	KCI Licensing, Inc.
BAKIKARE	1,899,749	KCI Licensing, Inc.
RIK	1,953,014	KCI Licensing, Inc.
DYNAPULSE	1,982,163	KCI Licensing, Inc.
V.A.C.	1,982,349	KCI Licensing, Inc.
TRIADYNE	2,046,417	KCI Licensing, Inc.
FLUIDAIR ELITE	2,084,720	KCI Licensing, Inc.
PEDIDYNE	2,169,619	KCI Licensing, Inc.
KCI	2,171,342	KCI Licensing, Inc.
FIRSTSTEP SELECT (STYLIZED)	2,197,614	KCI Licensing, Inc.
BARIAIR	2,224,795	KCI Licensing, Inc.
TRICELL	2,232,572	KCI Licensing, Inc.
V.A.C. DRAPE	2,254,704	KCI Licensing, Inc.
INTERCELL	2,265,587	KCI Licensing, Inc.
ROTOPRONE	2,310,208	KCI Licensing, Inc.
FIRST STEP	2,520,178	KCI Licensing, Inc.
THE CLINICAL ADVANTAGE	2,543,115	KCI Licensing, Inc.
MAXXIS	2,579,823	KCI Licensing, Inc.
THE CLINICAL ADVANTAGE	2,621,487	KCI Licensing, Inc.
VACUUM ASSISTED CLOSURE	2,657,666	KCI Licensing, Inc.
BARIMAXX	2,673,119	KCI Licensing, Inc.
KCI THE CLINICAL ADVANTAGE & DESIGN	2,719,241	KCI Licensing, Inc.
V.A.C. FREEDOM	2,792,362	KCI Licensing, Inc.
KINAIR MEDSURG & DESIGN	2,798,665	KCI Licensing, Inc.
T.R.A.C.	2,840,972	KCI Licensing, Inc.
MISC DESIGN (TRIADYNE)	2,848,229	KCI Licensing, Inc.
TRIADYNE PROVENTA	2,865,466	KCI Licensing, Inc.
ATMOSAIR	2,875,500	KCI Licensing, Inc.
GRANUFOAM	2,907,113	KCI Licensing, Inc.
DRI-FLO	2,923,140	KCI Licensing, Inc.
V.A.C. ATS	2,940,436	KCI Licensing, Inc.
V.A.C. INSTILL	2,949,221	KCI Licensing, Inc.
MAXXAIR ETS	2,950,364	KCI Licensing, Inc.
THERAREST SMS	2,952,720	KCI Licensing, Inc.
FLUIDAIR	2,957,676	KCI Licensing, Inc.
KINAIR	2,957,677	KCI Licensing, Inc.

Trademark	Registration No.	Registered owner/Grantor
KINAIR MEDSURG	2,974,376	KCI Licensing, Inc.
KCI EXPRESS	3,004,259	KCI Licensing, Inc.
THERAKAIR	3,067,395	KCI Licensing, Inc.
AIRMAXXIS	3,074,336	KCI Licensing, Inc.
APOD	3,091,065	KCI Licensing, Inc.
V.A.C. GRANUFOAM SILVER & DESIGN	3,124,542	KCI Licensing, Inc.
KCI USA	3,230,077	KCI Licensing, Inc.
KCI THE CLINICAL ADVANTAGE & DESIGN	3,260,702	KCI Licensing, Inc.
THE V.A.C. SYSTEM	3,261,409	KCI Licensing, Inc.
V.A.C. INSTILL THERAPY	3,277,340	KCI Licensing, Inc.
KCI THE CLINICAL ADVANTAGE	3,296,849	KCI Licensing, Inc.
V.A.C. GRANUFOAM SILVER	3,304,694	KCI Licensing, Inc.
INSTAFLATE	3,308,999	KCI Licensing, Inc.
INFOV.A.C.	3,345,980	KCI Licensing, Inc.
ACTIV.A.C.	3,346,030	KCI Licensing, Inc.
FIRST STEP ALL IN ONE	3,346,192	KCI Licensing, Inc.
V.A.C. WHITEFOAM	3,358,054	KCI Licensing, Inc.
UNLOCK THE SCIENCE OF WOUND HEALING	3,365,504	KCI Licensing, Inc.
FIRST STEP SELECT	3,403,483	KCI Licensing, Inc.
SEAL CHECK	3,410,841	KCI Licensing, Inc.
SENSAT.R.A.C.	3,420,471	KCI Licensing, Inc.
V.A.C. WRN	3,427,846	KCI Licensing, Inc.
MISC DESIGN (WRN LOGO)	3,521,505	KCI Licensing, Inc.
V.A.C. READY CARE	3,595,958	KCI Licensing, Inc.
MISC DESIGN (Semi Circle Logo)	3,703,542	KCI Licensing, Inc.
MISC DESIGN (Semi Circle Logo)	3,729,252	KCI Licensing, Inc.
V.A.C. CUSTOMER PLUS	3,731,752	KCI Licensing, Inc.
ABTHERA	3,753,222	KCI Licensing, Inc.
WOUNDMD	3,761,859	KCI Licensing, Inc.
KCI DESIGN (GLOBE & STAFF)	3,785,818	KCI Licensing, Inc.
PREVENA	3,883,371	KCI Licensing, Inc.
V.A.C.VIA	3,887,702	KCI Licensing, Inc.
IN SAFE HANDS	3,901,905	KCI Licensing, Inc.
VISICHECK	3,905,272	KCI Licensing, Inc.
T.R.A.C.	3,937,856	KCI Licensing, Inc.
SKIN IQ	3,963,054	KCI Licensing, Inc.
RELIEFZONE	3,978,418	KCI Licensing, Inc.
LIFECCELL	1,475,428	Lifecell Corporation
ALLODERM	1,782,561	Lifecell Corporation
MICRONIZED ALLODERM	2,423,820	Lifecell Corporation
CYMETRA	2,541,467	Lifecell Corporation
REPLIFORM	2,632,229	Lifecell Corporation
ALLODERM GBR	2,880,996	Lifecell Corporation
STRATTICE	3,423,844	Lifecell Corporation
CONEXA	3,551,289	Lifecell Corporation
TECHNIMOTION	3,895,060	Technimotion LLC

United States Trademark Applications

Trademark	Registration No.	Registered owner/Grantor
LIFECCELL	85/291,819	Lifecell Corporation
MISC DESIGN (LIFECCELL RING)	85/291,784	Lifecell Corporation
ALLODERM	85/120,035	Lifecell Corporation