

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399691

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hill-Rom Services, Inc.		09/21/2016	Corporation: INDIANA
Aspen Surgical Products, Inc.		09/21/2016	Corporation: MICHIGAN
Welch Allyn, Inc.		09/21/2016	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	10 South Dearborn, 7th Fl., IL1-1625
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-2300
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	86871555	BARD-PARKER
Serial Number:	77830943	RIB-BACK
Serial Number:	86958630	ENVELLA
Serial Number:	87115419	GO BEYOND MOBILITY
Serial Number:	86735055	PROTECTING PATIENTS BY ANTICIPATING CARE
Serial Number:	86735091	PROTECTING PATIENTS. ANTICIPATING CARE
Serial Number:	86919229	ECOCUFF
Serial Number:	87108890	WELCH ALLYN HOME
Serial Number:	87108899	WELCH ALLYN HOME

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

TRADEMARK

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 09/26/2016

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Hill-Rom Services, Inc.
- 2. Aspen Surgical Products, Inc.
- 3. Welch Allyn, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: 1. IN; 2. MI; 3. NY
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 21, 2016

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Street Address: 10 South Dearborn, 7th Fl., IL1-1625

City: Chicago

State: Illinois

Country: USA Zip: 60603-2300

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

September 26, 2016

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of September 21, 2016, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by Hill-Rom Services, Inc., Aspen Surgical Products, Inc. and Welch Allyn, Inc. (each, a “Grantor”) in favor of JPMorgan Chase Bank, N.A., in its capacity as Collateral Agent for the Secured Parties (in such capacity, the “Agent”).

Reference is made to that certain Pledge and Security Agreement, dated as of September 8, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Agent, pursuant to which the Grantors have granted a security interest to the Agent in the Collateral (including the Intellectual Property (as defined in the Security Agreement)) and are required to execute and deliver this Agreement. The Lenders (as defined in the Credit Agreement (as defined below)) have extended credit to the Borrower (as defined in the Credit Agreement) subject to the terms and conditions set forth in that certain Amended and Restated Credit Agreement, dated as of September 21, 2016 (as amended, restated, further amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Credit Agreement”), by and among Hill-Rom Holdings, Inc., an Indiana corporation, as borrower, the lenders from time to time party thereto (the “Lenders”) and the Agent.

Consistent with the requirements set forth in the Security Agreement, the parties hereto agree as follows:

Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in and to all of the following personal property, whether now owned by or owing to or hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “Trademark Collateral”):

all Trademarks, including those listed on Schedule I hereto;

all proceeds of the foregoing.

Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles that would result in the application of any law other than the law of the State of New York or applicable federal laws governing the Registered Intellectual Property Collateral.

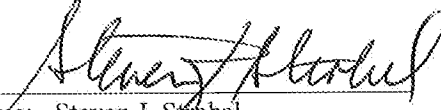
Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an

original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tiff” attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

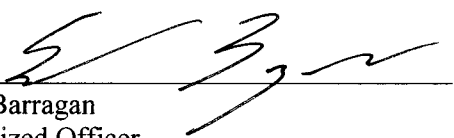
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HILL-ROM SERVICES, INC.
ASPEN SURGICAL PRODUCTS, INC.
WELCH ALLYN, INC.

By: 
Name: Steven J. Spobel
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A., as Collateral Agent,

By: 
Name: Erik Barragan
Title: Authorized Officer

[HRC - Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005884 FRAME: 0308

SCHEDULE I

[see attached]

Hill-Rom - U.S. Trademarks and U.S. Trademark Applications:

<u>Owner</u>	<u>Trademark Name</u>	<u>Status</u>	<u>Application Date</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Reg Number</u>
Aspen Surgical Products, Inc.	BARD-PARKER	Pending ITU	1/11/2016	86/871,555		
Aspen Surgical Products, Inc.	RIB-BACK	Registered	9/21/2009	77/830,943	6/22/2010	3806085
Hill-Rom Services, Inc.	ENVELLA	Pending ITU	3/30/2016	86/958,630		
Hill-Rom Services, Inc.	GO BEYOND MOBILITY	Pending ITU	7/25/2016	87/115,419		
Hill-Rom Services, Inc.	PROTECTING PATIENTS BY ANTICIPATING CARE	Published ITU	8/24/2015	86/735,055		
Hill-Rom Services, Inc.	PROTECTING PATIENTS. ANTICIPATING CARE	Published ITU	8/24/2015	86/735,091		

Welch Allyn - U.S. Trademarks and U.S. Trademark Applications:

<u>Owner</u>	<u>Trademark Name</u>	<u>Status</u>	<u>Application Date</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Reg Number</u>
Welch Allyn, Inc.	ECOCUFF	Published	2/25/2016	86/919,229		
Welch Allyn, Inc.	WELCH ALLYN HOME	Application Pending ITU	7/19/2016	87/108,890		
Welch Allyn, Inc.	Welch Allyn Home	Application Pending ITU	7/19/2016	87/108,899		