

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452818

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Altimate Medical, Inc.		11/30/2017	Corporation: MINNESOTA

RECEIVING PARTY DATA

Name:	Bell Bank
Street Address:	5500 Wayzata Boulevard
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55416
Entity Type:	National Banking Association: NORTH DAKOTA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1989986	EASYSTAND
Registration Number:	3107588	SMART EDUCATIONAL SEMINARS STANDING MOBI
Registration Number:	3231001	EASYSTAND STANDING MADE EASY
Registration Number:	3242947	EVOLV
Registration Number:	3711610	BANTAM
Registration Number:	3996490	MAGICIAN
Registration Number:	3996730	GLIDER
Registration Number:	4001391	SHADOW
Registration Number:	4913457	ZING
Serial Number:	87315965	JUSTIFY IT
Serial Number:	87389035	EASYGAIT

CORRESPONDENCE DATA

Fax Number: 6129778650

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: 612-977-8400

Email: ljoyce@briggs.com

Correspondent Name: BRIGGS AND MORGAN, P.A.

Address Line 1: 80 South 8th Street

TRADEMARK

Address Line 2: 2200 IDS Center
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: 38397.114

NAME OF SUBMITTER: Audrey J. Babcock

SIGNATURE: /Audrey J. Babcock/

DATE SIGNED: 12/01/2017

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Dated: November 30, 2017

WHEREAS, ALTIMATE MEDICAL, INC., a Minnesota corporation (“Grantor”), owns the trademark registrations and trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, Altimate Medical Holdings, Inc., a Delaware corporation (“AMH”), Johns Creek Holdings, Inc., a Delaware corporation (“JCH”), and Medical Positioning, Inc., a Missouri corporation (“MPI”, and collectively with Grantor, AMH and JCH, the “Borrowers”) and BELL BANK, a North Dakota banking corporation (together with its successors and assigns, “Grantee”), are parties to a Loan and Security Agreement, dated as of the date hereof (as the same may be amended and in effect from time to time, the “Loan Agreement”); and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has, among other things, granted to Grantee a security interest in all or substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations and trademark applications, together with the goodwill of the business symbolized by Grantor’s trademarks, and all proceeds thereof, to secure the payment and performance of the Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

(1) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a “Trademark”), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, in each case including without limitation those listed on Schedule 1, together with all of the goodwill of the business connected with the use thereof, and symbolized thereby; and

(2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 and the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1, or (b) injury to the goodwill associated with any Trademark or Trademark registration.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and

granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank;
signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the day and year first above written.

GRANTOR:

ALTIMATE MEDICAL, INC.,
a Minnesota corporation

By: 

Name: Darren Gelke

Title: Vice President

[Signature Page to Trademark Security Agreement (AMI)]

ACKNOWLEDGED AND ACCEPTED ON
THE DATE FIRST WRITTEN ABOVE:

BELL BANK,
a North Dakota banking corporation

By: 

Name: Seth Hove

Title: Managing Director

[Signature Page to Trademark Security Agreement (AMI)]

**Schedule 1 to
Trademark Security Agreement**

U.S. Trademark Registrations

Mark	Jurisdiction	Registration No.	Registration Date
EASYSTAND	United States	1989986	7/30/1996
SMART EDUCATIONAL SEMINARS STANDING MOBILITY ALTERNATIVE POSITIONING REHAB TECHNOLOGY (Stylized)	United States	3107588	6/20/2006
EASYSTAND STANDING MADE EASY and Design	United States	3231001	4/17/2007
EVOLV	United States	3242947	5/15/2007
BANTAM and Design	United States	3711610	11/17/2009
MAGICIAN	United States	3996490	7/19/2011
GLIDER	United States	3996730	7/19/2011
SHADOW	United States	4001391	7/26/2011
ZING	United States	4913457	3/8/2016

U.S. Trademark Applications

Mark	Jurisdiction	Serial No.	Application Filing Date
JUSTIFY IT	United States	87-315965	1/27/2017
EASYGAIT	United States	87-389035	3/28/2017