

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470267

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NATIXIS, as Security Agent for Secured Parties		04/16/2018	Corporation: FRANCE

RECEIVING PARTY DATA

Name:	Sunrise Medical (US) LLC
Street Address:	2842 N Business Park Avenue
City:	Fresno
State/Country:	CALIFORNIA
Postal Code:	93727
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2248856	AES
Registration Number:	1495039	BREEZY
Registration Number:	4198426	BUILT-4-ME
Registration Number:	2893554	IRIS
Registration Number:	3344172	J2
Registration Number:	3442936	J3
Registration Number:	1280761	JAY
Registration Number:	1423780	JAY
Registration Number:	4302673	JAY FUSION
Registration Number:	4081380	JAY ION
Registration Number:	4151700	JAY UNION
Registration Number:	4008489	JAY ZIP
Registration Number:	2197337	KID-KART
Registration Number:	3623444	PULSE
Registration Number:	4198411	QM-710
Registration Number:	4202478	QM-715
Registration Number:	4206044	QM-720
Registration Number:	2311804	QUICKIE

CH \$865.00 2248856

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1809033	QUICKIE 2HP
Registration Number:	1809031	QUICKIE GP
Registration Number:	3105070	QUICKIE GT
Registration Number:	2003312	QUICKIE LX
Registration Number:	3741133	QUICKIE Q7
Registration Number:	4314768	QUICKIE QRI
Registration Number:	4202457	QXI
Registration Number:	4269403	SPIDERTRAC
Registration Number:	4198425	SR45
Registration Number:	1952853	SUNRISE MEDICAL
Registration Number:	4429358	VOYAGE
Registration Number:	4351817	WHITMYER
Registration Number:	1563267	ZIPPIE
Registration Number:	3151001	ZIPPIE IRIS
Registration Number:	4377217	ZIPPIE VOYAGE
Registration Number:	3858218	ZIPPIE ZONE

CORRESPONDENCE DATA

Fax Number: 2123108007
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: 646.728.4147
Email: juan.arias@weil.com
Correspondent Name: Phong Bui
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: NEW YORK, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	P. Bui - 64762.0018
NAME OF SUBMITTER:	Phong Bui
SIGNATURE:	/Phong Bui/
DATE SIGNED:	04/17/2018

Total Attachments: 7
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This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (USA), dated as of April 16, 2018 (this “Termination and Release”), is entered into by NATIXIS, in its capacity as Security Agent for the Secured Parties (as defined in the Intercreditor Agreement) (the “Security Agent”), in favor of SUNRISE MEDICAL (US) LLC, a Delaware limited liability company (the “Grantor”). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement referred to below.

A. Reference is made to (i) the Security Agreement (USA) dated as of October 28, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Security Agreement”), among the Grantor, Sunrise Medical Newco (USA) LLC, a Delaware limited liability company, and the Security Agent, and (ii) the Intellectual Property Security Agreement (USA) dated as of October 28, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “IP Security Agreement”, and together with the Security Agreement, the “Security Agreements”), entered into by the Grantor in favor of the Security Agent.

B. Pursuant to the terms of the Facilities Agreements (as defined in the Security Agreement), the Grantor entered into the Security Agreements in order to grant to the Security Agent, on behalf of the Secured Parties, a security interest in the Collateral (as defined therein) in order to secure the Secured Obligations (as defined in the Intercreditor Agreement).

C. Pursuant to the terms of the Security Agreement, the Grantor agreed to execute the IP Security Agreement, and, as security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, granted the Security Agent a lien on and security interest in all of its right, title and interest in, to and under (i) its Trademarks listed on Schedule I hereto, recorded with the U.S. Patent and Trademark Office on October 29, 2015 at Reel/Frame 5655/0664, and (ii) its Patent listed on Schedule II hereto, recorded with the U.S. Patent and Trademark Office on October 29, 2015 at Reel/Frame 036989/0967, in each case solely to the extent the same constitute Collateral (collectively, the “Intellectual Property”).

D. In consideration of and conditional upon the repayment in full of all principal, interest, fees and other amounts outstanding under the Facilities Agreements, and the release of security interests under the Transaction Security Documents, the Grantor has informed the Security Agent of its desire to obtain the release of all right, title and interest of the Security Agent, for the benefit of the Secured Parties, in, to and under the Intellectual Property granted under the IP Security Agreement.

Accordingly, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Security Agent does hereby terminate, release, cancel, relinquish and discharge any and all liens and security interests it has in, to and under in the Intellectual Property, and reassigns, retransfers and reconveys all right, title and interest it has in, to and under the Intellectual Property to the Grantor. At the request and sole expense of the Grantor, the Security Agent shall execute and deliver to the Grantor such further documents as the Grantor shall reasonably

request to evidence the release of the Security Agent's lien on and security interest in, to and under the Intellectual Property. This Termination and Release and any further documents, and the performance of any actions by the Security Agent hereunder or thereunder, are made without representation or warranty by, or recourse to, the Security Agent or any other Secured Party.

THIS TERMINATION AND RELEASE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS TERMINATION AND RELEASE, 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.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Security Agent has caused this Termination and Release to be duly executed as of the day and year first above written.

NATIXIS, as Security Agent

By 
Name:
Title: David Rowland
Authorised Signature

By 
Name:
Title:
Sarah Kushin
Authorised Signature

[Signature Page to Termination and Release of Intellectual Property Security Agreement (USA)]

TRADEMARK
REEL: 006316 FRAME: 0290

Schedule I
US Trademarks

Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
Sunrise Medical (US) LLC	AES	75/352,677 9/5/1997	2,248,856 6/1/1999
Sunrise Medical (US) LLC	BREEZY	73/699,249 12/7/1987	1,495,039 7/5/1988
Sunrise Medical (US) LLC	BUILT-4-ME	85/522,687 1/23/2012	4,198,426 8/28/2012
Sunrise Medical (US) LLC	IRIS	78/316,428 10/21/2003	2,893,554 10/12/2004
Sunrise Medical (US) LLC	J2	78/935,732 7/24/2006	3,344,172 11/27/2007
Sunrise Medical (US) LLC	J3	78/934,918 7/21/2006	3,442,936 6/3/2008
Sunrise Medical (US) LLC	JAY	73/421,649 4/14/1983	1,280,761 6/5/1984
Sunrise Medical (US) LLC	JAY	73/599,767 5/19/1986	1,423,780 1/6/1987
Sunrise Medical (US) LLC	JAY FUSION	85/556,985 2/29/2012	4,302,673 3/12/2013
Sunrise Medical (US) LLC	JAY ION	85/288,515 4/7/2011	4,081,380 1/3/2012
Sunrise Medical (US) LLC	JAY UNION	85/374,832 7/19/2011	4,151,700 5/29/2012
Sunrise Medical (US) LLC	JAY ZIP	85/082,920 7/12/2010	4,008,489 8/9/2011
Sunrise Medical (US) LLC	KID-KART	75/268,558 4/3/1997	2,197,337 10/20/1998
Sunrise Medical (US) LLC	PULSE	77/083,441 1/16/2007	3,623,444 5/19/2009
Sunrise Medical (US) LLC	QM-710	85/522,455 1/23/2012	4,198,411 8/28/2012
Sunrise Medical (US) LLC	QM-715	85/543,043 2/15/2012	4,202,478 9/4/2012
Sunrise Medical (US) LLC	QM-720	85/543,096 2/15/2012	4,206,044 9/11/2012
Sunrise Medical (US) LLC	QUICKIE	75/631,901 2/1/1999	2,311,804 1/25/2000
Sunrise Medical (US) LLC	QUICKIE 2HP	74/370,693 3/22/1993	1,809,033 12/7/1993
Sunrise Medical (US) LLC	QUICKIE GP	74/370,271 3/22/1993	1,809,031 12/7/1993
Sunrise Medical (US) LLC	QUICKIE GT	78/473,708 8/25/2004	3,105,070 6/13/2006
Sunrise Medical (US) LLC	QUICKIE LX	75/044,396 1/16/1996	2,003,312 9/24/1996

Grantor	Mark	Application No. Filing Date	Registration No. Registration Date
Sunrise Medical (US) LLC	QUICKIE Q7	77/742,814 05/22/2009	3,741,133 1/19/2010
Sunrise Medical (US) LLC	QUICKIE QRI	85/634,147 5/24/2012	4,314,768 4/2/2013
Sunrise Medical (US) LLC	QXi	85/533,135 2/3/2012	4,202,457 9/4/2012
Sunrise Medical (US) LLC	SpiderTrac	85/450,417 10/18/2011	4,269,403 1/1/2013
Sunrise Medical (US) LLC	SR45	85/522,659 1/23/2012	4,198,425 8/28/2012
Sunrise Medical (US) LLC	SUNRISE MEDICAL	74/612,162 12/19/1994	1,952,853 1/30/1996
Sunrise Medical (US) LLC	VOYAGE	85/522,832 1/23/2012	4,429,358 11/5/2013
Sunrise Medical (US) LLC	WHITMYER	85/694,568 8/3/2012	4,351,817 6/11/2013
Sunrise Medical (US) LLC	ZIPPIE	73/787,385 3/20/1989	1,563,267 10/31/1989
Sunrise Medical (US) LLC	ZIPPIE IRIS	78/745,610 11/2/2005	3,151,001 10/3/2006
Sunrise Medical (US) LLC	ZIPPIE VOYAGE	85/491,222 12/9/2011	4,377,217 7/30/2013
Sunrise Medical (US) LLC	ZIPPIE ZONE	77/877,330 11/20/2009	3,858,218 10/5/2010

Schedule II
Patents

Grantor	Sunrise Medical (US) LLC Title	Application No. Application Date	Publication No. Publication Date
Sunrise Medical (US) LLC	ERGONOMIC WHEELCHAIR SEAT	08/748,017 11/12/1996	6032975 3/7/2000
Sunrise Medical (US) LLC	WHEELCHAIR LEG REST ARTICULATION ROTARY LOCKING UNIT USING CLEVIS FOR GREATER STABILITY	09/267,455 3/12/1999	6196568 3/6/2001
Sunrise Medical (US) LLC	METHOD OF PROGRAMMING AND OPERATING TILT AND RECLINE FUNCTIONS IN A WHEELCHAIR	09/583,854 5/31/2000	6588792 7/8/2003
Sunrise Medical (US) LLC	WHEELCHAIR WITH CENTER OF GRAVITY TILT-IN-SPACE CAPACITY	10/403,998 3/31/2003	7007965 3/7/2006
Sunrise Medical (US) LLC	ANGLE ADJUSTABLE WHEELCHAIR CASTER	10/454,756 6/4/2003	7353566 4/8/2008
Sunrise Medical (US) LLC	COORDINATED ARTICULATION OF WHEELCHAIR MEMBERS	10/616,465 7/8/2003	6976699 12/20/2005
Sunrise Medical (US) LLC	METHOD FOR CARRYING FLUID PAD IN WHEELCHAIR CUSHION	10/675,089 9/30/2003	7146666 12/12/2006
Sunrise Medical (US) LLC	CUSTOMIZABLE CONTROL MENU FOR WHEELCHAIR	10/676,522 10/1/2003	7159181 1/2/2007
Sunrise Medical (US) LLC	WHEELCHAIR CONTROL WITH INPUTS MAPPED TO OUTPUTS	10/691,477 10/22/2003	7113854 9/26/2006
Sunrise Medical (US) LLC	PERSONAL MOBILITY VEHICLE WITH TILTABLE SEAT	10/913,005 8/6/2004	8474848 7/2/2013
Sunrise Medical (US) LLC	ADJUSTABLE CASTER ASSEMBLY	10/937,168 9/9/2004	7231689 6/19/2007
Sunrise Medical (US) LLC	SPLINE BACKREST MOUNT	11/218,864 9/2/2005	7377588 5/27/2008
Sunrise Medical (US) LLC	PERSONAL MOBILITY VEHICLE CONTROL SYSTEM WITH INPUT FUNCTIONS PROGRAMMABLY MAPPED TO OUTPUT FUNCTIONS	11/417,459 5/3/2006	7668634 2/23/2010
Sunrise Medical (US) LLC	SLINGSHOT WHEELCHAIR WITH INDEPENDENT FRONT & REAR SUSPENSION	11/504,968 8/16/2006	7896394 3/1/2011
Sunrise Medical (US) LLC	CUSTOMIZABLE MENU WITH AUTOSCANNING	11/648,917 1/2/2007	7310776 12/18/2007

Grantor	Sunrise Medical (US) LLC Title	Application No. Application Date	Publication No. Publication Date
Sunrise Medical (US) LLC	TWO-POINT MOUNTING HARDWARE FOR WHEELCHAIR SEAT BACK	12/075,181 3/10/2008	7857394 12/28/2010
Sunrise Medical (US) LLC	PERSONAL MOBILITY VEHICLE HAVING A PIVOTING SUSPENSION WITH A TORQUE ACTIVATED RELEASE MECHANISM	12/333,102 12/11/2008	8113531 2/14/2012
Sunrise Medical (US) LLC	2-POINT WHEELCHAIR SEATBACK MOUNTING HARDWARE TAPERED CONNECTION	12/963,713 12/9/2010	8197009 6/12/2012
Sunrise Medical (US) LLC	SYSTEM, METHOD, AND COMPUTER READABLE MEDIUM FOR A FORCE- BASED WHEELCHAIR JOYSTICK	13/068,053 4/29/2011	8712614 4/29/2014
Sunrise Medical (US) LLC	Continuation-In-Part of SLINGSHOT WHEELCHAIR WITH INDEPENDENT FRONT & REAR SUSPENSION (27596)	13/372,278 2/13/2012	8210556 7/3/2012
Sunrise Medical (US) LLC	Continuation-In-Part of SLINGSHOT WHEELCHAIR WITH INDEPENDENT FRONT & REAR SUSPENSION (27596)	13/541,054 7/3/2012	8469383 6/25/2013
Sunrise Medical (US) LLC	FOLDING WHEELCHAIR	14/458,747 8/13/2014	8998245 4/7/2015