

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544021

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medical Depot, Inc.		10/03/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Delaware Trust Company, as Collateral Agent		
Street Address:	251 Little Falls Drive		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	state chartered trust company: DELAWARE		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	2862633	ACHIL-EASE	
Registration Number:	4433184	ACTIVECARE	
Registration Number:	4780246	AIRIAL	
Registration Number:	5498871	COMFORT TOUCH	
Registration Number:	5498872	COMFORTFIT	
Registration Number:	4231128	COMPETITOR	
Registration Number:	2977911	DAYTONA 4	
Registration Number:	4055290	DELTA	
Registration Number:	3978310	DRIVE	
Registration Number:	4078065	DRIVE	
Registration Number:	5470057	DRIVE DEVILBISS HEALTHCARE	
Registration Number:	3966510	DRIVE FOR THE ROAD AHEAD	
Registration Number:	4659820	DRIVE MEDICAL	
Registration Number:	2889659	DRIVE MEDICAL DESIGN & MANUFACTURING	
Registration Number:	4787330	DRIVE PAIN AWAY	
Registration Number:	5596715	HURRYROLL	
Registration Number:	5556746	H	
Registration Number:	5530763	INSPIRED BY DRIVE	
Registration Number:	4795273	I-WALKER	

CH \$965.00 2862633

Property Type	Number	Word Mark
Registration Number:	2888251	MIMI LITE
Registration Number:	3096062	ODYSSEY
Registration Number:	5798900	OTTER
Registration Number:	5798901	OTTER
Registration Number:	3323694	PILOT
Registration Number:	3012247	PRIME SNAP
Registration Number:	3891893	PRIMUS MEDICAL
Registration Number:	3323695	PROWLER
Registration Number:	5499109	PURE EXPRESSIONS
Registration Number:	4902337	PUREFILL
Registration Number:	3812249	READY, SET, GO
Registration Number:	4214145	SMARTDOSE
Registration Number:	3323693	SPITFIRE
Registration Number:	3807550	TROTTER
Registration Number:	4201620	WENZELITE
Registration Number:	2781459	WINNIE DELUXE
Serial Number:	88523893	NITRO
Serial Number:	88523918	NITRO
Serial Number:	87822334	SPLASH DEFENSE

CORRESPONDENCE DATA

Fax Number: 6172359493

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: 6179517790

Email: ronald.duvernay@ropesgray.com

Correspondent Name: Ronald M. Duvernay

Address Line 1: Prudential Tower, 800 Boylston Street

Address Line 2: Ropes & Gray LLP

Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER: 109990-0023

NAME OF SUBMITTER: Ronald M. Duvernay

SIGNATURE: /r duvernay/

DATE SIGNED: 10/04/2019

Total Attachments: 7

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NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of October 3, 2019, made by Medical Depot, Inc. (the "Grantor"), in favor of Delaware Trust Company, as Collateral Agent (in such capacity, the "Collateral Agent") for (i) itself, (ii) the several banks and other financial institutions (the "Lenders") that are parties to the 1.5 Lien Credit Agreement, dated as of October 3, 2019 (as the same may be amended, waived, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Medical Depot Holdings, Inc. (the "Borrower"), solely with respect to Subsections 2.12, 5.22 and 7.15 of the Credit Agreement, CD&R Reign Topco, Inc., a Delaware corporation, the Collateral Agent, and the Lenders, and (iii) the other Secured Parties provided for in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and the Guarantors have executed and delivered a 1.5 Lien Guarantee and Collateral Agreement, dated as of October 3, 2019, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that pursuant to the Security Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in (subject only to Liens permitted under the Credit

Agreement) and to all Trademarks (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Security Agreement), except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MEDICAL DEPOT, INC.

By: 
Name: Amy O'Keefe
Title: Treasurer

[SIGNATURE PAGE TO L5 LIEN NOTICE AND CONFIRMATION OF SECURITY INTEREST IN TRADEMARKS- MEDICAL DEPOT, INC.]

TRADEMARK
REEL: 006764 FRAME: 0530

DELAWARE TRUST COMPANY,
as Collateral Agent

By:  _____

Name: Alan R. Halpern
Title: Vice President

[SIGNATURE PAGE TO 1.5 LIEN NOTICE AND CONFIRMATION OF SECURITY INTEREST IN TRADEMARKS --
MEDICAL DEPOT, INC.]

TRADEMARK
REEL: 006764 FRAME: 0531

SCHEDULE I

Trademark Registrations

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>App./ Reg. No.</u>	<u>Filing/ Reg. Date</u>	<u>Registration Date</u>
MEDICAL DEPOT, INC.	US	ACHIL-EASE	Registered	2862633	04-Feb- 2003	13-Jul-2004
MEDICAL DEPOT, INC.	US	ACTIVECARE	Registered	4433184	06-Feb- 2012	12-Nov- 2013
MEDICAL DEPOT, INC.	US	AIRIAL (Stylized)	Registered	4780246	03-Jun- 2014	28-Jul-2015
MEDICAL DEPOT, INC.	US	COMFORT TOUCH	Registered	5498871	10-Mar- 2017	19-Jun- 2018
MEDICAL DEPOT, INC.	US	COMFORTFIT	Registered	5498872	10-Mar- 2017	19-Jun- 2018
MEDICAL DEPOT, INC.	US	COMPETITOR	Registered	4231128	15-Aug- 2011	23-Oct- 2012
MEDICAL DEPOT, INC.	US	DAYTONA 4	Registered	2977911	02-Dec- 2003	26-Jul-2005
MEDICAL DEPOT, INC.	US	DELTA	Registered	4055290	04-Jan- 2011	15-Nov- 2011
MEDICAL DEPOT, INC.	US	DRIVE	Registered	3978310	03-Jan- 2011	14-Jun- 2011
MEDICAL DEPOT, INC.	US	DRIVE (WITH DESIGN)	Registered	4078065	03-Jan- 2011	27-Dec- 2011
MEDICAL DEPOT, INC.	US	DRIVE DEVILBISS HEALTHCAR E	Registered	5470057	02-Nov- 2015	15-May- 2018
MEDICAL DEPOT, INC.	US	DRIVE FOR THE ROAD AHEAD (STYLIZED)	Registered	3966510	06-Jan- 2011	24-May- 2011

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MEDICAL DEPOT, INC.	US	DRIVE MEDICAL	Registered	4659820	18-Oct-2010	23-Dec-2014
MEDICAL DEPOT, INC.	US	DRIVE MEDICAL DESIGN & MANUFACTURING	Registered	2889659	08-Feb-2002	28-Sep-2004
MEDICAL DEPOT, INC.	US	DRIVE PAIN AWAY	Registered	4787330	14-Aug-2014	04-Aug-2015
MEDICAL DEPOT, INC.	US	HURRYROLL	Registered	5596715	26-Jun-2017	30-Oct-2018
MEDICAL DEPOT, INC.	US	HURRYROLL (Stylized)	Registered	5556746	26-Jun-2017	04-Sep-2018
MEDICAL DEPOT, INC.	US	INSPIRED BY DRIVE	Registered	5530763	05-May-2016	31-Jul-2018
MEDICAL DEPOT, INC.	US	I-WALKER	Registered	4795273	19-Feb-2015	18-Aug-2015
MEDICAL DEPOT, INC.	US	MIMI LITE	Registered	2888251	29-Jul-2002	28-Sep-2004
MEDICAL DEPOT, INC.	US	ODYSSEY	Registered	3096062	02-Dec-2003	23-May-2006
MEDICAL DEPOT, INC.	US	OTTER	Registered	5798900	16-Nov-2018	09-Jul-2019
MEDICAL DEPOT, INC.	US	OTTER LOGO	Registered	5798901	16-Nov-2018	09-Jul-2019
MEDICAL DEPOT, INC.	US	PILOT	Registered	3323694	16-Mar-2007	30-Oct-2007
MEDICAL DEPOT, INC.	US	PRIME SNAP	Registered	3012247	22-Apr-2004	01-Nov-2005

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>App./ Reg. No.</u>	<u>Filing/ Reg. Date</u>	<u>Registration Date</u>
MEDICAL DEPOT, INC.	US	PRIMUS MEDICAL	Registered	3891893	13-Aug-2009	21-Dec-2010
MEDICAL DEPOT, INC.	US	PROWLER	Registered	3323695	16-Mar-2007	30-Oct-2007
MEDICAL DEPOT, INC.	US	PURE EXPRESSIONS	Registered	5499109	24-Apr-2017	19-Jun-2018
MEDICAL DEPOT, INC.	US	PUREFILL	Registered	4902337	08-Nov-2013	16-Feb-2016
MEDICAL DEPOT, INC.	US	READY, SET, GO	Registered	3812249	30-Jun-2006	29-Jun-2010
MEDICAL DEPOT, INC.	US	SMARTDOSE	Registered	4214145	06-Sep-2007	25-Sep-2012
MEDICAL DEPOT, INC.	US	SPITFIRE	Registered	3323693	16-Mar-2007	30-Oct-2007
MEDICAL DEPOT, INC.	US	TROTTER	Registered	3807550	13-Feb-2008	22-Jun-2010
MEDICAL DEPOT, INC.	US	WENZELITE	Registered	4201620	13-Jan-2012	04-Sep-2012
MEDICAL DEPOT, INC.	US	WINNIE DELUXE	Registered	2781459	29-Jul-2002	11-Nov-2003

Pending Trademark Applications

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>App./ Reg. No.</u>	<u>Filing Date</u>
MEDICAL DEPOT, INC.	US	NITRO	Pending	88/523893	19-Jul-2019
MEDICAL DEPOT, INC.	US	NITRO	Pending	88/523918	19-Jul-2019
MEDICAL DEPOT, INC.	US	SPLASH DEFENSE	Published	87/822334	06-Mar-2018