

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630136

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Span-America Medical Systems, Inc.		03/04/2021	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	National Bank of Canada		
Street Address:	1155 Metcalfe Street 5th Floor		
City:	Montréal Quebec		
State/Country:	CANADA		
Postal Code:	H3B 4S9		
Entity Type:	Company: CANADA		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Registration Number:	4713096	SMART STOP	
Registration Number:	2536896	SPAN	
Registration Number:	1040060	SPAN-AIDS	
Registration Number:	4979449	THE TOPPER MICROENVIRONMENT MANAGER	
Registration Number:	4978840	LIFESPAN	
Registration Number:	4700541	ENCORE	
Registration Number:	4713094	GLIDEALIGN	
Registration Number:	4713095	READYWIDE	
Registration Number:	4822549	MICROENVIRONMENT MANAGER	
Registration Number:	4645837	SHEAR TRANSFER ZONES	
Registration Number:	4539216	PROTOCOL	
Registration Number:	3887874	SOFT-PEDAL	
Registration Number:	3850319	RISK MANAGER	
Registration Number:	3850315	CUSTOM CARE	
Registration Number:	3008434	PLUS	
Registration Number:	3008435	MAX	
Registration Number:	3146014	GEO-WAVE	
Registration Number:	2983753	GEO-TECH	
Registration Number:	2718007	THE EQUALIZER	
TRADEMARK			

OP \$1015.00 4713096

Property Type	Number	Word Mark
Registration Number:	2689288	EZ-DISH
Registration Number:	2613507	PRESSUREGUARD EASY AIR
Registration Number:	2664338	GEO-MATTRESS ATLAS
Registration Number:	2756502	GEO-MATTRESS WITH WINGS
Registration Number:	2298796	TURN SELECT
Registration Number:	2298799	RENEW
Registration Number:	2054227	GEL-T
Registration Number:	2134826	CFT
Registration Number:	2308033	HEEL SLOPE
Registration Number:	1835340	ISCH-DISH
Registration Number:	1860200	SPAN-AMERICA
Registration Number:	1774680	GEO-MATTRESS
Registration Number:	1680221	SPAN+AIDS
Registration Number:	1639780	RING OF AIR
Registration Number:	1656831	PRESSUREGUARD
Registration Number:	1667193	GEO-MATT
Registration Number:	1613691	SOFTSKIN
Registration Number:	1516415	SPAN-CARE
Registration Number:	1476718	GEO-MATT
Registration Number:	4035619	SILVERCARE
Registration Number:	1867674	SPAN+GUARD

CORRESPONDENCE DATA

Fax Number: 2148558200

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: 2148558000

Email: chris.andersen@nortonrosefulbright.com

Correspondent Name: Chris R. Andersen

Address Line 1: 2200 Ross Avenue, Suite 3600

Address Line 2: Norton Rose Fulbright US LLP

Address Line 4: Dallas, TEXAS 75201-7932

ATTORNEY DOCKET NUMBER: 1000137522

NAME OF SUBMITTER: Chris R Andersen

SIGNATURE: /Chris R Andersen/

DATE SIGNED: 03/05/2021

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of March 4, 2021, is made by Span-America Medical Systems, Inc., a South Carolina corporation, (the "**Grantor**") in favor of National Bank of Canada, for itself and as administrative agent for the Finance Parties (as defined in the Credit Agreement) (the "**Agent**"). All capitalized terms not defined herein shall have the meaning ascribed to them in the Security Agreement (hereinafter defined).

WHEREAS, Savaria Corporation has entered into the Second Amended and Restated Credit Agreement, dated as of March 4, 2021 (the "**Credit Agreement**"), with the Agent and lenders (the "**Lenders**") party thereto.

WHEREAS, as a condition precedent to the making of the loans by the Lenders under the Credit Agreement, Grantor has executed and delivered to the Agent that certain Amended and Restated Security Agreement dated as of March 4, 2021, made by and between the Grantor, the other grantors party thereto and the Agent (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for itself and as administrative agent for the Finance Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Agent for the ratable benefit of the Secured Parties (as defined in the Security Agreement) a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents and the Commissioner for Trademarks, and any other government officials to record and register this IP Security Agreement upon request by the Agent.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

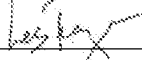
5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SPAN-AMERICA MEDICAL SYSTEMS,
INC.


By:  _____

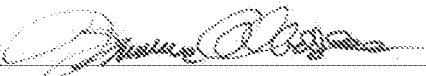
Name: Les Teague

Title: President

AGREED TO AND ACCEPTED:

NATIONAL BANK OF CANADA
as Secured Party

By:  _____
Name: Naomi Bilodeau
Title: Director

By:  _____
Name: Dominic Albanese
Title: Managing Director

SCHEDULE 1

PATENTS

Owner	Territory	Patent	Number	Application Date	Publication Date	Grant Date
Span America Medical Systems, Inc.	Canada	Air-powered low interface pressure support surface	2353208	07/18/2001		
Span America Medical Systems, Inc.	Canada	Adjustable width user support	2963199	04/04/2017		
Span-America Medical Systems, Inc.	Canada	Coussin de siege reduisant le cisaillement*	CA-2484307-A1	10/8/2004	4/8/2005	
Span America Medical Systems, Inc.	Canada	Couvre-matelas reduisant le cisaillement	CA-2724367-A1	12/8/2010	6/9/2011	
Span America Medical Systems, Inc.	Canada	Heel elevating positionner*	CA-2831090-A1	10/24/2013	5/16/2014	
Span America Medical Systems, Inc.	Canada	Insert pour lit	CA-2750646-C	8/29/2011	9/5/2017	9/5/2017
Span America Medical Systems, Inc.	Canada	self-powered microclimate controlled mattress	2884189	03/06/2015		
Span-America Medical Systems,	European Patent	Protège-matelas à faible perte d'air et humidité contrôlée	EP-1987806-B1	4/30/2008	3/21/2012	3/21/2012

Owner	Territory	Patent	Number	Application Date	Publication Date	Grant Date
Inc.						
Span-America Medical Systems, Inc.	United States	Adjustable width user support	US-2017319413-A1	3/13/2017	11/9/2017	
Span-America Medical Systems, Inc.	United States	Air-powered interface overlay low pressure	10827844	07/18/2001		
Span-America Medical Systems, Inc.	United States	Air-powered interface overlay low pressure	10722041	07/18/2001		
Span-America Medical System, Inc.	United States	Air-powered interface support surface low pressure	US-2002073489-A1	7/18/2001	6/20/2002	
Span-America Medical System, Inc.	United States	Air-powered interface support surface low pressure	6782574	07/18/2001		
Span-America Medical System, Inc.	United States	Air-powered interface support surface low pressure	7296315	07/18/2001		
Span-America Medical Systems, Inc.	United States	Bed insert	8397327	08/26/2011		
Span-America Medical Systems, Inc.	United States	Curved tip for an insertion device*	US-2004230164-A1	6/17/2004	11/18/2004	

Owner	Territory	Patent	Number	Application Date	Publication Date	Grant Date
Span-America Medical Systems, Inc.	United States	Dividable introducer catheter and positive-lock needle guard combination	US-6585703-B1	7/26/2000	7/1/2003	7/1/2003
Span-America Medical Systems, Inc.	United States	Heel elevating positionner*	US-2014137874-A1	10/23/2013	5/22/2014	
Span-America Medical Systems, Inc.	United States	Inclined mattress pad*	US-2006179580-A1	2/13/2006	8/17/2006	
Span-America Medical Systems, Inc.	United States	Internal structural configurations of bladders used in patient support systems*	US-2010281618-A1	4/30/2010	11/11/2010	
Span-America Medical Systems, Inc.	United States	Mattress with capacitive immersion control*	US-2013104312-A1	10/19/2012	5/2/2013	
Span-America Medical Systems, Inc.	United States	Patient support system with side bolster features	US-6256822-B1	1/28/2000	7/10/2001	7/10/2001
Span-America Medical Systems, Inc.	United States	Self-powered microclimate controlled mattress	US-2017252245-A1	5/23/2017	9/7/2017	
Span-America Medical Systems, Inc.	United States	Shear reducing chair cushion	7444707	10/08/2004		
Span-America Medical Systems,	United States	Shear reducing mattress cover	8438682	12/07/2010		

Owner	Territory	Patent	Number	Application Date	Publication Date	Grant Date
Inc.						
Span-America Medical Systems, Inc.	United States	Shear reducing mattress cover	8893340	12/07/2010		
Span-America Medical Systems, Inc.	United States	Shear reducing mattress system	US-7100229-B2	8/30/2004	9/5/2006	9/5/2006
Span-America Medical Systems, Inc.	United States	Surgical patient support cushion	US-D390665-S	8/13/1996	2/10/1998	2/10/1998
Span-America Medical Systems, Inc.	United States	Surgical patient support cushion	US-D393071-S	1/27/1994	3/31/1998	3/31/1998
Span-America Medical Systems, Inc.	United States	Two-mode therapeutic mattress system*	US-2005081300-A1	10/21/2004	4/21/2005	
Span-America Medical Systems, Inc.	United States	Valve for intravenous catheter*	US-2007083162-A1	10/11/2005	4/12/2007	
Span-America Medical Systems, Inc.	Ireland	Low air moisture control mattress overlay	1987806	04/30/2008		
Span-America Medical Systems, Inc.	United Kingdom	Low air moisture control mattress overlay	1987806	04/30/2008		

SCHEDULE 2

TRADEMARKS

Owner	Territory	Trademark	I.C.	App. No. Date	Reg. No. Date
Span-America Medical Systems, Inc.	United States of America	SMART STOP	10	85-941,233 23-MAY-2013	4,713,096 31-MAR-2015
Span-America Medical Systems, Inc.	United States of America	SPAN	10-12-20-24	75-227,631 17-JAN-1997	2,536,896 05-FEB-2002
Span-America Medical Systems, Inc.	United States of America	SPAN-AIDS	10	73-041,955 17-JAN-1975	1,040,060 25-MAY-1976
Span-America Medical Systems, Inc.	United States of America	THE TOPPER MICROENVIRONMENT MANAGER	10	86593794 10-APR-2015	4979449 14-JUN-2016
Span-America Medical Systems, Inc.	United States of America	LIFESPAN	24	86420788 10-OCT-2014	4978840 14-JUN-2016
Span-America Medical Systems, Inc.	United States of America	ENCORE	10	85965391 20-JUN-2013	4700541 10-MAR-2015
Span-America Medical Systems, Inc.	United States of America	GLIDEALIGN	10	85941184 23-MAY-2013	4713094 31-MAR-2015
Span-America Medical Systems, Inc.	United States of America	READYWIDE	10	85941203 23-MAY-2013	4713095 31-MAR-2015
Span-America Medical Systems, Inc.	United States of America	MICROENVIRONMENT MANAGER	10	85926681 08-MAY-2013	4822549 29-SEP-2015
Span-America Medical Systems, Inc.	United States of America	SHEAR TRANSFER ZONES	10	85875752 14-MAR-2013	4645837 25-NOV-2014
Span-America Medical Systems, Inc.	United States of America	PROTOCOL	10	85847074 12-FEB-2013	4539216 27-MAY-2014

Owner	Territory	Trademark	I.C.	App. No. Date	Reg. No. Date
Span-America Medical Systems, Inc.	United States of America	SOFT-PEDAL	12	77911124 13-JAN-2010	3887874 07-DEC-2010
Span-America Medical Systems, Inc.	United States of America	RISK MANAGER	10	76693603 16-OCT-2008	3850319 21-SEP-2010
Span-America Medical Systems, Inc.	United States of America	CUSTOM CARE	10	76690641 18-JUN-2008	3850315 21-SEP-2010
Span-America Medical Systems, Inc.	United States of America	PLUS	10	76610698 09-SEP-2004	3008434 25-OCT-2005
Span-America Medical Systems, Inc.	United States of America	MAX	10	76610699 09-SEP-2004	3008435 25-OCT-2005
Span-America Medical Systems, Inc.	United States of America	GEO-WAVE	10	76610013 03-SEP-2004	3146014 19-SEP-2006
Span-America Medical Systems, Inc.	United States of America	GEO-TECH	20	76583546 26-MAR-2004	2983753 09-AUG-2005
Span-America Medical Systems, Inc.	United States of America	THE EQUALIZER	12	76325388 12-OCT-2001	2718007 20-MAY-2003
Span-America Medical Systems, Inc.	United States of America	EZ-DISH	12	76270946 13-JUN-2001	2689288 18-FEB-2003
Span-America Medical Systems, Inc.	United States of America	PRESSUREGUARD EASY AIR	10	76270947 13-JUN-2001	2613507 27-AUG-2002
Span-America Medical Systems, Inc.	United States of America	GEO-MATTRESS ATLAS	10	76226447 19-MAR-2001	2664338 17-DEC-2002
Span-America Medical Systems, Inc.	United States of America	GEO-MATTRESS WITH WINGS	10	75739771 29-JUN-1999	2756502 26-AUG-2003
Span-America Medical	United States of America	TURN SELECT	10	75404473 12-DEC-1997	2298796 07-DEC-1999

Owner	Territory	Trademark	I.C.	App. No. Date	Reg. No. Date
Systems, Inc.					
Span-America Medical Systems, Inc.	United States of America	RENEW	10	75404806 12-DEC-1997	2298799 07-DEC-1999
Span-America Medical Systems, Inc.	United States of America	GEL-T	12	75004473 12-OCT-1995	2054227 22-APR-1997
Span-America Medical Systems, Inc.	United States of America	CFT	10	74722466 29-AUG-1995	2134826 03-FEB-1998
Span-America Medical Systems, Inc.	United States of America	HEEL SLOPE	10	74667497 28-APR-1995	2308033 11-JAN-2000
Span-America Medical Systems, Inc.	United States of America	ISCH-DISH	10	74424423 16-AUG-1993	1835340 10-MAY-1994
Span-America Medical Systems, Inc.	United States of America	SPAN-AMERICA	10 16 17 20 24	74359489 16-FEB-1993	1860200 25-OCT-1994
Span-America Medical Systems, Inc.	United States of America	GEO-MATTRESS	20	74122108 10-DEC-1990	1774680 01-JUN-1993
Span-America Medical Systems, Inc.	United States of America	SPAN+AIDS	10	74103605 09-OCT-1990	1680221 24-MAR-1992
Span-America Medical Systems, Inc.	United States of America	RING OF AIR	20	74064410 31-MAY-1990	1639780 02-APR-1991
Span-America Medical Systems, Inc.	United States of America	PRESSUREGUARD	20	74019067 16-JAN-1990	1656831 10-SEP-1991
Span-America Medical Systems, Inc.	United States of America	GEO-MATT	20	74017538 05-JAN-1990	1667193 03-DEC-1991
Span-America Medical Systems, Inc.	United States of America	SOFTSKIN	10	74009790 11-DEC-1989	1613691 18-SEP-1990

Owner	Territory	Trademark	I.C.	App. No. Date	Reg. No. Date
Span-America Medical Systems, Inc.	United States of America	SPAN-CARE	20	73719030 28-MAR-1988	1516415 13-DEC-1988
Span-America Medical Systems, Inc.	United States of America	GEO-MATT	10 20	73629998 12-NOV-1986	1476718 16-FEB-1988
Span-America Medical Systems, Inc.	Canada	THE TOPPER MICROENVIRONMET MANAGER	10	1737219 14-JUL-2015	TMA1000637 11-JUL-2018
Span-America Medical Systems, Inc.	Canada	MICROENVIRONMENT MANAGER	10	1649599 28-OCT-2013	TMA949834 20-SEP-2016
Span-America Medical Systems, Inc.	Canada	ENCORE	10	1643286 12-SEP-2013	TMA963104 16-FEB-2017
Span-America Medical Systems, Inc.	Canada	SHEAR TRANSFER ZONES	10 12 24	1642290 05-SEP-2013	TMA948118 01-SEP-2016
Span-America Medical Systems, Inc.	Canada	GLIDEALIGN	10	1639626 15-AUG-2013	TMA945876 11-AUG-2016
Span-America Medical Systems, Inc.	Canada	READYWIDE	10	1639627 15-AUG-2013	TMA945877 11-AUG-2016
Span-America Medical Systems, Inc.	Canada	SMART STOP	10	1639628 15-AUG-2013	TMA945879 11-AUG-2016
Span-America Medical Systems, Inc.	Canada	PROTOCOL	10	1632560 25-JUN-2013	TMA940709 13-JUN-2016
Span-America Medical Systems, Inc.	Canada	RISK MANAGER	10 27	1433632 06-APR-2009	TMA820859 28-MAR-2012
Span-America Medical Systems, Inc.	United States of America	SILVERCARE	10	77911069 13-JAN-2010	4035619 04-OCT-2011
Span-America	United States	SPAN+GUARD	24	74-247,091	1867674

Owner	Territory	Trademark	I.C.	App. No. Date	Reg. No. Date
Medical Systems, Inc.	of America			12-FEB-1992	13-DEC-1994
Span-America Medical Systems, Inc.	Australia	ADVANTAGE	10	1728524 15 -OCT- 2015	1728524 08-JUL-2016
Span-America Medical Systems, Inc.	Australia	CUSTOM CARE	10	1789196 11-AUG-2016	1789196 09-OCT-2017
Span-America Medical Systems, Inc.	United Kingdom	CUSTOMCARE	10-20	UK00002029771 08-AUG-1995	UK00002029771 24-MAY-1996
Span-America Medical Systems, Inc.	Australia	ENCORE	10	1725855 06-OCT-2015	1725855 24-JAN-2017
Span-America Medical Systems, Inc.	Australia	GEO-MATT	10	670285 22-AUG-1995	670285 17-JAN-1997
Span-America Medical Systems, Inc.	Australia	GEO-MATT	20	670284 22-AUG-1995	670284 25-NOV-1996
Span-America Medical Systems, Inc.	Ireland	GEO-MATT	10	1996/01244 16-FEB-1996	074342 16-FEB-1996
Span-America Medical Systems, Inc.	United Kingdom	GEO-MATT	10-20	UK00002029764 08-AUG-1995	UK00002029764 06-DEC-1996
Span-America Medical Systems, Inc.	Australia	GEO-MATTRESS	10	1789193 11-AUG-2016	1789193 18-MAY-2017
Span-America Medical Systems, Inc.	United Kingdom	GEO-MATTRESS	20	UK00002032080 30-AUG-1995	UK00002032080 17-MAY-1996

Owner	Territory	Trademark	I.C.	App. No. Date	Reg. No. Date
Span-America Medical Systems, Inc.	Australia	MAX	10	1789192 11-AUG-2016	1789192 18-MAY-2017
Span-America Medical Systems, Inc.	Australia	PRESSUREGUARD	10	1789190 11-AUG-2016	1789190 18-MAY-2017
Span-America Medical Systems, Inc.	Australia	REXX	10	1728519 15-NOV-2015	1728519 08-JUL-2016
Span-America Medical Systems, Inc.	Australia	SPAN	10-20	1789195 11-AUG-2016	1789195 18-MAY-2017
Span-America Medical Systems, Inc.	United Kingdom	SPAN-AIDS	10	UK00002029758 08-AUG-1995	UK00002029758 20-DEC-1996
Span-America Medical Systems, Inc.	Australia	ULTRAMAX	10	1789194 11-AUG-2016	1789194 18-MAY-2017