

## CONFIRMATORY BILL OF SALE AND ASSIGNMENT OF ASSETS

**THIS CONFIRMATORY BILL OF SALE AND ASSIGNMENT OF ASSETS** is executed and delivered effective as of the 1st day of January, 2019, by and between Keith and Schnars, P.A., a Florida professional association (the "Seller"), and KCI Technologies, Inc., a Delaware corporation (the "Buyer"). All capitalized terms used but not otherwise defined in this Bill of Sale and Assignment of Assets shall have the meanings given to them in the Purchase Agreement (as defined below).

**WHEREAS**, the Buyer and the Seller have entered into an Asset Purchase Agreement, of even date herewith (the "Purchase Agreement"), providing for the purchase by the Buyer of substantial assets of the Seller related to Seller's Business (as defined in the Purchase Agreement). *The Closing under the Purchase Agreement occurred on January 1, 2019, and the parties hereby confirm the sale and assignment of all of the Purchased Assets under the Purchase Agreement effective as of such date.*

**NOW, THEREFORE**, pursuant to the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby grants, bargains, sells, delivers, transfers, sets over, assigns, and conveys to the Buyer and its successors and assigns, free and clear of any and all Encumbrances of any kind, other than Permitted Encumbrances, all of the Purchased Assets (as defined in the Purchase Agreement); *provided, however*, that the Purchased Assets shall not include any liability or obligation other than the Assumed Liabilities (as defined in the Purchase Agreement).

**TO HAVE AND TO HOLD** the Purchased Assets unto the Buyer and its successors and assigns, to its and their own use and benefit forever, and the Seller, for itself and its successors and assigns, covenants to and agrees with the Buyer to warrant and defend the sale, transfer, assignment, conveyance, and delivery of the Purchased Assets unto the Buyer and its successors and assigns, against all lawful claims and demands.

The Seller covenants and agrees with the Buyer that the Seller will, whenever and as often as reasonably required to do so by the Buyer, do, execute, acknowledge, and deliver any and all other and further acts, titles, deeds, assignments, transfers, conveyances, confirmations, powers of attorney and any instrument of further assurance, approvals, and consents as the Buyer may reasonably require in order to complete, ensure, and perfect the transfer, conveyance, and assignment to the Buyer of all the right, title, and interest of the Seller in and to each of the Purchased Assets.

Nothing in this instrument, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than the parties hereto and their respective successors and assigns any remedy or claim under or by reason of this instrument or any term, covenant, or condition hereof; and all the terms, covenants, conditions and agreements in this instrument shall be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns.

All of the terms and provisions of this Bill of Sale and Assignment of Assets shall be binding upon the Seller and its respective successors and assigns, and shall inure to the benefit of the Buyer and its successors and assigns. This Bill of Sale and Assignment of Assets shall be governed by the laws of the State of Florida, without reference to any conflicts of laws principles. This Bill of Sale and Assignment of Assets may be executed in counterparts and deliver by electronic transmission, all of which counterparts shall be deemed to be one and the same original agreement.

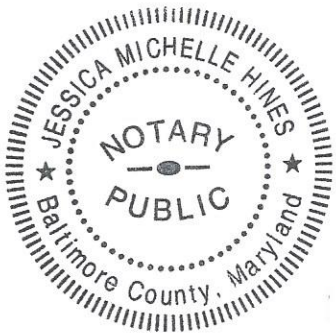
*- Signatures appear on the following pages -*

IN WITNESS WHEREOF, the parties have caused the due execution of this Confirmatory Bill of Sale and Assignment of Assets, under seal, as of the day and year first above written.

KEITH AND SCHNARS, P.A.

By: *Errol Kalayci* (SEAL)  
Name: Errol Kalayci  
Title: President

On this 7<sup>th</sup> day of February in the year 2019 before me, the undersigned, personally appeared Errol Kalayci, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in Broward County, State of Florida.



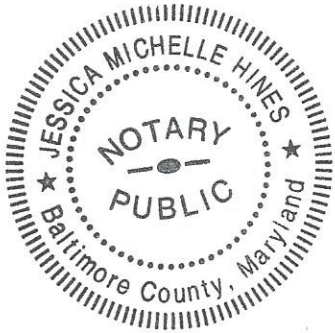
*Jessica Michelle Hines*  
NOTARY PUBLIC  
My Commission Expires: 07/11/2022

- Signatures continue on the following page -

KCI TECHNOLOGIES, INC.

By: [Signature] (SEAL)  
Name: NATHAN J. BEIL  
Title: CEO / PRESIDENT

On this 7<sup>th</sup> day of February in the year 2019 before me, the undersigned, personally appeared Nathan J. Beil, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in Baltimore County, State of Maryland.



[Signature]  
NOTARY PUBLIC  
My Commission Expires: 07/11/2022