

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and delivered as of January 1, 2019, by and between Keith and Schnars, P.A., a Florida professional association ("Assignor"), and KCI Technologies, Inc., a Delaware corporation ("Assignee"), pursuant to that certain Asset Purchase Agreement, of even date herewith (the "Purchase Agreement"). All capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in the Purchase Agreement.

1. Assignment and Assumption. Assignor hereby sells, transfers, assigns and delivers to Assignee, and its successors and assigns, to have and hold forever, all of Assignor's right, title, and interest in and to all of the Assumed Agreements, free and clear of all Encumbrances other than Permitted Encumbrances. Assignee hereby accepts the foregoing transfer, assignment, and delivery of the Assumed Agreements and assumes all obligations under the Assumed Agreements; *provided*, that Assignee is not assuming any liability under the Assumed Agreements arising out of a breach or default thereunder by Assignor occurring prior to the Closing Date.

2. Relation to the Purchase Agreement. This Agreement is made subject to and with the benefit of the representations and warranties, covenants, indemnities, terms, conditions and other provisions of the Purchase Agreement, all of which shall survive the execution and delivery of this Agreement in accordance with the terms and conditions of the Purchase Agreement. This Agreement shall not in any way supersede the Purchase Agreement, which remains in full force and effect, and the parties thereto shall have the rights, duties and obligations provided thereunder. Nothing in this Agreement shall be deemed to limit, modify or expand any obligations, liabilities or any representations, warranties, covenants, indemnities, terms, conditions, or other provisions set forth in the Purchase Agreement. In the event of any conflict or other inconsistency between this Agreement and the Purchase Agreement, the Purchase Agreement shall be the controlling agreement.

3. Governing Law. This Agreement shall be construed and enforced in accordance with and shall be governed by the laws of the State of Florida.

4. Amendments. This Agreement may be amended, modified, supplemented or changed in whole or in part only by an agreement in writing making specific reference to this Agreement and executed by each of the parties hereto.

5. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument when taken together. Any signature on a copy of this Agreement or any document necessary or convenient thereto sent by facsimile or other electronic means (i.e., via PDF, email, etc.) shall be binding upon transmission by facsimile or other electronic means, and the facsimile or other electronic copy may be utilized for the purposes of this Agreement.

*- Signatures appear on the following page -*

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment and Assumption Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

**ASSIGNOR:**

KEITH AND SCHNARS, P.A.

By:   
Name: Errol Kalayci  
Title: President

**ASSIGNEE:**

KCI Technologies, Inc.

By: \_\_\_\_\_  
Name: Nathan J. Beil  
Title: CEO

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment and Assumption Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

**ASSIGNOR:**

KEITH AND SCHNARS, P.A.


By: \_\_\_\_\_

Name: Errol Kalayci

Title: President

**ASSIGNEE:**

KCI Technologies, Inc.

By:  \_\_\_\_\_

Name: Nathan J. Beil

Title: CEO