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11-08-2000



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09-20-2000

U.S. Patent & TMO/ TM Mail Rcpt Dt. #10

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

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Reel # Frame #

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Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1) 640E

Address (line 2)

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Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

11/08/2000 MTHA11 00000052 162500 74462499

01 FD:481 40.00 CH

02 FD:482 600.00 CH

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TRADEMARK
REEL: 002169 FRAME: 0236

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

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Trademark Application Number(s) or Registration Number(s)



Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Sched. A	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Sched. A	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes



No



Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Andrew Rettig, Esq.

Name of Person Signing

Signature

9/20/00

Date Signed

SCHEDULE A**TRADEMARKS**

Country	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
U.S.	ACE OF HEARTS	74/462499	11/23/93	1,914,157	8/22/95	Renewal 8/22/05
U.S.	BUDDY SYSTEM	73/795153	4/24/89	1619695	10/30/90	Renewal 10/30/00
U.S.	CARDIO MAGIC	74/48589	3/18/91	1679252	3/17/92	Renewal 3/17/02
U.S.	CARDIO MAGIC VIRTUAL OFFICE	75/041034	1/10/96	2224528	2/16/99	Renewal 02/16/09
U.S.	CARDIOMEMO	294342	1/26/81	1190542	2/23/82	Renewal 2/23/02
Canada	CARDIOTEL	369377	10/31/73	221817	7/15/77	Renewal 7/15/07
U.S.	CARIODIARY	294298	1/26/81	1196145	5/25/82	Renewal 5/25/02
U.S.	CARRYALL	74/292002	7/8/92	1810256	12/7/93	Renewal 12/7/03
U.S.	HEART WATCH	74/354781	2/2/93	1851923	8/30/94	Renewal 8/30/04
U.S.	HEART CARD	74/509337	4/5/94	2144826	3/17/98	Renewal 3/17/08
Canada	IMX	364148	5/1/73	197660	2/22/74	Renewal 2/22/04
U.S.	IMX	396836	7/9/71	953181	2/13/73	Renewal 2/13/03
Canada	INSTROMEDIX	364149	5/1/73	233607	6/8/79	Renewal 6/8/09
U.S.	INSTROMEDIX	72/396837	7/9/71	952742	2/6/73	Renewal 2/6/03
U.S.	KING OF HEARTS	724477	4/25/88	1513501	11/22/88	Renewal 11/22/08
Canada	KING OF HEARTS EXPRESS	719872	1/5/93	429582	6/24/94	Renewal 6/24/09
Germany	KING OF HEARTS EXPRESS	J29011/10WZ	2/11/93	2066366	5/31/94	Renewal 2/11/03
France	KING OF HEARTS EXPRESS	93/458614	3/9/93	93/458614	3/9/93	Renewal 3/9/03
Italy	KING OF HEARTS EXPRESS	RM93C/000429	2/12/93	659368	10/3/95	Renewal 2/12/03
U.K.	KING OF HEARTS EXPRESS	1525865	2/4/93	1525865	1/21/94	Renewal 2/4/10
U.S.	KING OF HEARTS EXPRESS	74/260338	3/30/92	1773541	5/25/93	Renewal 5/25/03
Australia	LIFESIGNS	775035	10/7/98			Registration pending
Canada	LIFESIGNS	892485	10/6/98			Registration pending
CTM	LIFESIGNS	000948570	10/6/98			Registration pending
Israel	LIFESIGNS	122958	10/8/98			Registration pending
Japan	LIFESIGNS	10-086054	10/7/98			Registration pending
U.S.	LIFESIGNS	75/465719	4/9/98			Registration pending
U.S.	LIFESIGNS COMMANDER	75/465720	4/9/98			Registration pending
U.S.	LIFESIGNS SHUTTLE	75/465721	4/9/98			Registration pending
Canada	MINI-CLINIC	424829	5/16/78	246865	6/30/80	Renewal 6/20/10
U.S.	MINI-CLINIC	143882	10/6/77	1098017	8/1/78	Renewal 8/1/08

U.S.	MISC DESIGN (2 Squares and Lines)	75/162551	9/9/96	2154359	4/28/98	Renewal 4/28/08
U.S.	MISC DESIGN (Looks Like a Credit Card)	75/162569	9/9/96	2175816	7/21/98	Renewal 7/21/08
U.S.	MISC DESIGN (IMX Man)	74/606871	12/5/94	1966438	4/9/96	Renewal 4/9/06
Canada	PACER TRACER	408490	3/16/77	228366	6/9/78	Renewal 6/9/08
U.S.	PACER TRACER	73/100026	9/16/76	1064846	5/3/77	Renewal 5/3/07
U.S.	QRSSTAT	72/382723	2/3/71	965664	8/7/73	Renewal 8/7/03
U.S.	RHYTHMCARD	75/076147	3/21/96	2159880	5/26/98	Renewal 5/26/08
U.S.	SELF CHECK & DESIGN	236021	10/22/79	1154745	5/19/81	Renewal 5/19/01
Oregon	TELELAB			S15593	1/6/94	Renewal 1/6/04
U.S.	TELELAB	460096	1/9/84	1307535	11/27/84	Renewal 11/27/04

LOGO.



DOMAIN NAMES.

- Instromedix.com
- Telelab.com
- Catchemintheact.com

TRADENAME.

- Instromedix

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, made by and between ALARIS Medical Systems, Inc., a Delaware corporation ("Assignor"), and Card Guard Technologies, Inc., a Delaware corporation ("Assignee")

WHEREAS, Assignor is the owner of and has adopted, used and is using the trademarks, logo, domain names and trade name listed in Schedule A attached hereto and made a part hereof, including variations and derivations thereof, in various jurisdictions throughout the world, whether or not applications, registrations and/or common law rights thereof (collectively "the Marks"); and

WHEREAS, Assignee wishes to acquire Assignor's right, title and interest in and to the Marks as listed in Schedule A together with the goodwill of the business in connection with which the Marks are used; and

WHEREAS, Assignor wishes to assign the Marks together with the goodwill of the business in connection with which the Marks are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, grants, assigns, transfers, conveys and delivers to Assignee, all of its right, title and interest throughout the world in and to the Marks together with all registrations and applications, if any, therefor, the goodwill of the business in connection with which the Marks are used and including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the said Assignor if this assignment had not been made; together with all claims, in law or in equity, for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Assistant Commissioner for Trademarks to record Assignee as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives, and hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute any agreement in conflict herewith.

The Assignor, for itself and its successors and assigns, does hereby covenant with the Assignee and its successors and assigns, that the Assignor, from time to time hereafter (without further consideration), will do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered all such further acts, deeds, transfers, assignments, conveyances and assurances for the better assuring, assigning, granting, transferring, conveying and confirming unto the Assignee, its successors and assigns, each and all of the Marks hereby sold, transferred, conveyed, assigned and delivered as the Assignee or its successors and assigns shall reasonably require. The Assignor hereby constitutes and appoints the Assignee, and its successors and assigns, the true and lawful attorney of the Assignor with full power of substitution in the name and stead

of the Assignor, but on behalf and for the benefit of the Assignee, its successors and assigns, solely for the purpose of demanding and receiving each and all of the Marks and to executing, acknowledging and delivering all of the documents described in this paragraph.

(Remainder of page left intentionally blank.)

IN WITNESS WHEREOF, the Assignor has caused her assignment to be signed and executed by the undersigned officer thereunto duly authorized as of August 31st, 2000.

By: _____
Name: _____
Title: _____

By: Arie Cohen
Name: ARIE COHEN
Title: PRESIDENT CEO

Subscribed and Sworn to Before Me
this 31st day of August, 2000.

Subscribed and Sworn to Before Me
this 31st day of August, 2000.

Notary Public
My commission expires: _____

Barbara DiMartino
Notary Public
My commission expires: 10/04/01

BARBARA DiMARTINO
Notary Public, State of New York
No. 01DIS018566
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires Oct. 4, 192001

IN WITNESS WHEREOF, the Assignor has caused her assignment to be signed and executed by the undersigned officer thereunto duly authorized as of August 31st, 2000.

By: *Hazel M. Akor*
Name: *Hazel M. Akor*
Title: *Vice President & General Counsel*

By: _____
Name: _____
Title: _____

Subscribed and Sworn to Before Me
this 31st day of August, 2000.

Subscribed and Sworn to Before Me
this 31st day of August, 2000.

J. Trevett
Notary Public

Notary Public

My commission expires: *11/23/03*

My commission expires: _____



SCHEDULE A

TRADEMARKS

Country	Mark	Serial No.	Filing Date	Reg No.	Reg Date	Status
U.S.	ACE OF HEARTS	74/462499	11/23/93	1,914,157	8/22/95	Renewal 8/22/05
U.S.	BUDDY SYSTEM	73/795153	4/24/89	1619695	10/30/90	Renewal 10/30/00
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U.S.	CARDIO MAGIC VIRTUAL OFFICE	75/041034	1/10/96	2224528	2/16/99	Renewal 02/16/09
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U.S.	RHYTHMCARD	75/076147	3/21/96	2159880	5/26/98	Renewal 5/26/08
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Oregon	TELELAB			S15593	1/6/94	Renewal 1/6/04
U.S.	TELELAB	460096	1/9/84	1307535	11/27/84	Renewal 11/27/04

LOGO.



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- Telelab.com
- Catchemintheact.com

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