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U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



05-04-2001

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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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Correction of PTO Error  
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#### 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)

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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

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05/18/2001 DBYRHE 00000164 162500 78038858

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01 FC:481 40.00 CI  
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Mail documents to be recorded with required cover sheet(s) information to:  
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Enter for the first Receiving Party only.

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**Correspondent Name and Address**

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**Pages**

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

#

**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)**

**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

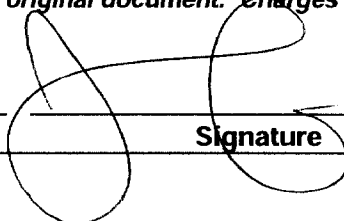
No

**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.

Jennifer Silver, Esq.

Name of Person Signing



Signature

05/04/01

Date Signed

## ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

**THIS ASSIGNMENT AND ASSUMPTION OF TRADEMARKS** is made this 1<sup>st</sup> day of February, 2001, by and between MATRIA HEALTHCARE, INC., a Delaware corporation ("Matria"), and LIFEWATCH HOLDING CORPORATION, a Delaware corporation ("LifeWatch").

**WHEREAS**, Matria, Quality Diagnostic Services, Inc., a Delaware corporation and a wholly-owned subsidiary of Matria ("QDS"), and Card Guard Technologies, Inc., a Delaware corporation ("Card Guard Technologies"), entered into that certain Asset Purchase Agreement, dated January 8, 2001, as amended (the "Purchase Agreement"), pursuant to which QDS agreed to transfer and assign and Card Guard Technologies agreed to purchase and accept from QDS, the Assets; and

**WHEREAS**, the Assets include, among others, certain trademarks and the good will appurtenant thereto and certain trademark registrations and applications therefor held by or for use by Matria, which trademarks, registrations and applications are listed and described in Schedule A attached hereto (the "Marks"); and

**WHEREAS**, Card Guard Technologies and LifeWatch have entered into that certain Assignment and Assumption Agreement, dated January 15, 2001, pursuant to which Card Guard Technologies assigned all of its rights and obligations under the Purchase Agreement to LifeWatch and LifeWatch accepted such assignment of rights and assumption of obligations; and

**WHEREAS**, LifeWatch desires to acquire the entire right, title and interest in and to the Marks, registrations and applications therefor; and

**WHEREAS**, in order to evidence the acquisition of Matria's right, title and interest in and to the Marks, Matria desires to execute this Assignment and Assumption of Trademarks in favor of LifeWatch.

**NOW, THEREFORE**, for good and valuable consideration paid by LifeWatch to Matria, indirectly through QDS, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Purchase Agreement.
2. Assignment and Assumption. Matria does hereby assign and transfer unto LifeWatch, and LifeWatch does hereby accept and assume the entire right, title and interest throughout the world in and to the Marks together with all registrations and applications therefor, and any and all renewals and extensions thereof, together with the good will appurtenant thereto and the entire right, title and interest in and to any claims in law or equity arising out of past, present or future infringement or other unauthorized use of the Marks.
3. Recording; No Conflicts. Matria hereby authorizes and requests the Assistant Commissioner for Trademarks to record LifeWatch as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of LifeWatch, 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 or other document in conflict herewith.

4. Further Assurances. Matria agrees that, upon request by LifeWatch and without further consideration, Matria shall execute all papers, instruments, documents and agreements, make all rightful oaths, testify on behalf of LifeWatch and do all other lawful acts necessary or appropriate to carry out the intent of this Assignment and Assumption of Trademarks, as well as provide such other material, information or assistance as reasonably may be necessary to carry out the intent of this Assignment and Assumption of Trademarks. Matria hereby constitutes and appoints LifeWatch, and its successors and assigns, the true and lawful attorney of Matria with full power of substitution in the name and stead of Matria, but on behalf and for the benefit of LifeWatch, its successors and assigns, to demand and receive each and all of the Marks and registrations.

5. Modification; Waiver. This Assignment and Assumption of Trademarks may not be amended orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

6. Governing Law. This Assignment and Assumption of Trademarks shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of laws. The parties hereto irrevocably and exclusively submit to the jurisdiction of the courts of the State of Delaware and the federal courts of the United States located in Delaware, and any appellate court from any thereof, with respect to any suit, action or proceeding pertaining to this Assignment and Assumption of Trademarks.

7. Severability. If any provision of this Assignment and Assumption of Trademarks shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment and Assumption of Trademarks, as the case may require, and this Assignment and Assumption of Trademarks shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

8. Miscellaneous. This Assignment and Assumption of Trademarks shall be binding upon Matria and shall inure to the benefit of LifeWatch, and its representatives, successors and assigns. This Assignment and Assumption of Trademarks may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Trademarks on the date first above written.

"LIFEWATCH"

LIFEWATCH HOLDING CORPORATION

By:     Arie Cohen      
Name:     ARIE COHEN      
Title:     Director    

"MATRIA"

MATRIA HEALTHCARE, INC.

By:     Parker H. Petit      
Name:     PARKER H. PETIT      
Title:     PRESIDENT    

[NOTARY SIGNATURES APPEAR ON FOLLOWING PAGES]

CERTIFICATE OF MAILING BY "EXPRESS MAIL"  
"EXPRESS MAIL"

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ZIP:     20540    

    Barbara Schiff      
(Typed or Printed Name of Notary Public or Fee)

    [Signature]      
(Signature of Notary Public or Fee)

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

The foregoing Assignment and Assumption of Trademarks was acknowledged before me this 1<sup>st</sup> day of February, 2001, by Parker H. Petit who being duly sworn, did say that he/she is the President of Matria Healthcare, Inc., a Delaware corporation, and has executed this Assignment and Assumption of Trademarks on behalf of such corporation.

Brenda J. Poole  
Notary Public

My commission expires:  
Notary Public, Cobb County, Georgia  
My Commission Expires May 1, 2004

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

The foregoing Assignment and Assumption of Trademarks was acknowledged before me this 1<sup>st</sup> day of February, 2001, by Arie Cohen who being duly sworn, did say and he/she is the Director of LifeWatch Holding Corporation, a Delaware corporation, and has executed this Assignment and Assumption of Trademarks on behalf of such corporation.

Brenda J. Poole  
Notary Public

My commission expires:  
Notary Public, Cobb County, Georgia  
My Commission Expires May 1, 2004

Schedule A

TRADEMARKS

Trademark

Serial/Registration Number

Cardiocentric

78/038858

Matria Cardiocentric

78/038863