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FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

08-02-2001



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

7-2101

101795871

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

#### Submission Type

New

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Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

#### Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger  Change of Name

Effective Date  
Month Day Year  
2/1/01

Other \_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Name Quality Diagnostic Services, Inc. Execution Date  
Month Day Year  
2/1/01

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Delaware

#### Receiving Party

Mark if additional names of receiving parties attached

Name LifeWatch Holding Corporation

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 1351 Abbott Court

Address (line 2) \_\_\_\_\_

Address (line 3) Buffalo Grove Illinois 60089  
City State/Country Zip Code

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 Delaware

08/02/2001 LNUELLER 00000037 162500 76083194

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01 FC:481 40.00 CH  
02 FC:482 50.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002337 FRAME: 0919

Lyn

**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.

#

**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:

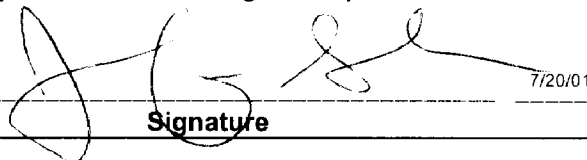
Yes

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.



7/20/01

Name of Person Signing

Signature

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 QUALITY DIAGNOSTIC SERVICES, INC., a Delaware corporation ("QDS"), and LIFEWATCH HOLDING CORPORATION, a Delaware corporation ("LifeWatch").

**WHEREAS**, QDS, Matria Healthcare, Inc., a Delaware corporation, 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**, 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**, QDS is the sole and exclusive owner of certain trademarks and the good will appurtenant thereto and certain trademark registrations and applications therefor, which trademarks, registrations and applications are listed and described in Schedule A attached hereto (the "Marks"); 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 QDS's right, title and interest in and to the Marks, QDS desires to execute this Assignment and Assumption of Trademarks in favor of LifeWatch.

**NOW, THEREFORE**, for good and valuable consideration paid by LifeWatch to 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. QDS 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. QDS 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. QDS agrees that, upon request by LifeWatch and without further consideration, QDS 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. QDS hereby constitutes and appoints LifeWatch, and its successors and assigns, the true and lawful attorney of QDS with full power of substitution in the name and stead of QDS, 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 QDS 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

"QDS"

QUALITY DIAGNOSTIC SERVICES, INC.

By: *Parker H. Pettit*  
Name: PARKER H. PETTIT  
Title: PRESIDENT

[NOTARY SIGNATURES APPEAR ON FOLLOWING PAGES]

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 Quality Diagnostic Services, 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

<u>Trademark</u>	<u>Serial/Registration Number</u>
Discovery	76/083194
Explorer	75/930966
Miscellaneous Design (of a Cardiac Event Monitor)	75/930965