

02-20-2002

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101987671

To the Honorable Commissioner of Patents and Trademarks. Please receive the attached original documents or copy thereof.

1. Name of conveying party(ies):

Cardiac Telecom Corporation

1.29.02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Pennsylvania
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: December 21, 2001

2. Name and address of receiving party(ies)

Name: Matria Healthcare, Inc.
 Internal
 Address: One Parkway Center
 Street
 Address: 1850 Parkway Place, 12th Floor
 City: Marietta State GA Zip 30067

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
75/741,921; 76/941,271

B. Trademark Registration No.(s)
2,511,510; 2,523,638

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Peter J. Pawlak, Jr., Esq.
 Internal Address:
Troutman Sanders LLP
Bank of America Plaza
 Street Address: 600 Peachtree Street, Suite 5200
 City: Atlanta State GA Zip: 30308

6. Total number of applications and registrations involved:..... 4

7. Total fee (37 CFR 3.41)..... \$ 115.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
20-1507
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Peter J. Pawlak, Jr.
 Name of Person Signing

Signature

January 29, 2002
 Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments,
Washington, D.C. 20231

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01 FC:401
02 FC:402

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75.00 OP

TRADEMARK
REEL: 002445 FRAME: 0829

**CONDITIONAL ASSIGNMENT AND
TRADEMARK SECURITY AGREEMENT**

THIS CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of December 21, 2001, by the Borrower referred to below in favor of the Lender (as such terms are defined below).

W I T N E S S E T H :

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and among **Cardiac Telecom Corporation f/k/a Telemed Technologies International, Inc. a/k/a Telemed Technologies International Corporation** (the "Borrower") and **Matria Healthcare, Inc.** (the "Lender"), the Lender has agreed to make the Loan; and

WHEREAS, capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement; and

WHEREAS, the Borrower will derive substantial benefits, both directly and indirectly, from the Loan; and

WHEREAS, in order to induce the Lender to enter into the Loan Agreement and to make the Loan, the Borrower has agreed to conditionally assign to the Lender certain trademark rights as described herein.

NOW, THEREFORE, in consideration of the premises, the Borrower hereby agrees with the Lender as follows:

1. Grant of Security Interest.

To secure the complete and timely payment and performance of all Obligations, the Borrower hereby grants to the Lender, a security interest in the Borrower's entire world-wide right, title and interest in and to the trademarks and their respective registrations and applications for registration listed in **Schedule A** attached hereto and by reference made a part hereof, together with the goodwill of the business symbolized by the trademarks, all licenses relating thereto, and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements (all of which trademarks, trademark registrations, applications for registration, goodwill, licenses, proceeds, and other rights are collectively called the "Trademarks").

2. Conditional Grant of Security Interest in Additional Trademarks.

If, before the Obligations shall have been satisfied in full, the Borrower shall have or obtain ownership of any trademark, including any registration or application therefor, with respect to goods sold in the Borrower's business (the "Goods"), the provisions of Section 1 shall automatically apply thereto, and also to any composite marks or other marks of the Borrower which are confusingly similar to such mark, and the Borrower shall give to the Lender prompt written notice thereof. This Section 2 shall not apply to trademarks which are owned by others and licensed to the Borrower. The Borrower shall perform all acts and execute all documents reasonably requested by the Lender at any time and from time to time to evidence, perfect, maintain, record and enforce the Lender's security interest in the Trademarks in the United States of America, including, without limitation, any trademarks falling under this Section 2.

3. Modification of Agreement.

The Borrower authorizes the Lender to modify this Agreement by amending Schedule A to include any additional trademarks, registrations and applications for registration thereof which are Trademarks under Section 1 or Section 2 hereof, and to have this Agreement, as amended, or any other document evidencing the security interest granted therein, recorded in the U.S. Patent and Trademark Office at the expense of the Borrower.

4. Remedies Upon Default; Power of Attorney

(a) In addition to the grant of the security interest contained in Sections 1 and 2 hereof, if any Event of Default shall have occurred and be continuing, upon the election of the Lender, all right, title and interest in and to the Trademarks shall be automatically granted, assigned, conveyed and delivered to the Lender or its designee. The Borrower hereby irrevocably constitutes and appoints the Lender and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Borrower and in the name of the Borrower or the Lender's own name or the name of the Lender's designee, all acts of said attorney being hereby ratified and confirmed, upon the occurrence of an Event of Default: (i) to complete, date, execute and file, or cause to be filed, the Assignment attached hereto as Exhibit A and incorporated hereby by reference (the "Assignment") in the U.S. Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment, including, without limitation, the right (but not the obligation) to prosecute applications in the name of the Borrower or the Lender, and to take any other actions deemed necessary by the Lender to maintain such registrations in effect; (ii) to collect proceeds from the Trademarks (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey, in any transaction authorized by the Loan Agreement or any other Loan Document, any Goods covered by the registrations applicable to the Trademarks to any purchaser thereof; and (iv) to make payment or to discharge taxes or liens levied or placed upon or threatened against any goods covered by the Trademarks, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Lender in its sole discretion, and such payments made by the Lender to become the obligations of the Borrower to

the Lender, due and payable immediately without demand. Such power, being coupled with an interest, is irrevocable.

(b) The Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be enforceable, and, without limiting the generality of the foregoing, the Lender may, if any Event of Default shall have occurred, immediately, without demand or performance and without other notice (except as set forth below) or demand whatsoever to the Borrower, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds in accordance with the Loan Agreement. Notice of any sale or other disposition of the Trademarks shall be given to the Borrower at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which the Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of the Borrower, which right is hereby waived and released. The Borrower hereby agrees to execute any documents reasonably requested by the Lender in connection with any disposition hereunder.

(c) Upon the occurrence of the conditional assignment provided for herein, the Borrower shall have no right, title, or interest in or to any of the Trademarks and the Borrower shall cease and desist in the use of the Trademarks and of any colorable imitation thereof, and shall, upon written demand of the Lender, or pursuant to the terms of the Loan Documents, deliver to the Lender all Goods bearing the Trademarks.

5. Termination of Agreement.

At such time as the Borrower shall completely satisfy all of the Obligations, the Lender shall execute and deliver to the Borrower all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Borrower title to the Trademarks and the goodwill of the business symbolized by the Trademarks, subject to any disposition thereof which may have been made by the Lender pursuant hereto.

6. Limitation of Liability and Indemnification.

The Borrower hereby releases the Lender from, and agrees to hold the, the Lender free and harmless from and against, any claims arising out of any action taken or omitted to be taken with respect to the Trademarks (except to the extent of the Lender's gross negligence or willful misconduct), and the Borrower agrees to indemnify the Lender from and against any and all claims, demands, suits, losses, damages or other expenses (including reasonable attorneys' fees) arising from or in any way related to the Trademarks and any trademark infringement claim.

7. Waiver and Amendment.

(a) No course of dealing between the Borrower and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) This Agreement is subject to modification only by a writing signed by the parties hereto.

8. Cumulative Rights.

All of the Lender's rights and remedies with respect to the Trademarks, whether established hereby or under the other Loan Documents, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

9. Severability.

The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

10. Survival.

The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

11. Counterparts.

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

12. Choice of Law.

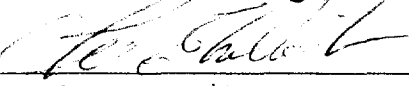
The validity, construction and enforcement of this Agreement and the determination of the rights and duties of the parties hereto shall be governed by, and construed and enforced in accordance with, the internal laws in effect in the State of Georgia.

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

Cardiac Telecom Corporation

f/k/a Telemed Technologies International, Inc.

a/k/a Telemed Technologies International Corporation

By: 

Name: LEE EHRLICHMAN

Title: PRESIDENT + CEO

SCHEDULE A

Listing of Trademark Registrations and Applications

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>STATUS/NUMBER</u>
CARDIAC TELECOM	Trademark	Registered Reg. No. 2511510.
HEARTLINK	Trademark	Application Pending Serial No. 75/741,921
CARDIAC TELECOM	Servicemark	Application Pending Serial No. 75/941,120
TELEMETRY@ HOME	Servicemark	Application Pending Serial No. 75/941,271

EXHIBIT A

Assignment of Trademarks and Goodwill

THIS ASSIGNMENT dated the 21st day of DECEMBER, 2001, from **Cardiac Telecom Corporation f/k/a Telemed Technologies International, Inc. a/k/a Telemed Technologies International Corporation**, a Pennsylvania corporation (the "Assignor"), to **Matria Healthcare, Inc.**, as Lender (the "Assignee"), recites and provides:

WHEREAS, the Assignor is the owner of certain trademarks and service marks and the registrations and applications to register therefor listed in Schedule A hereto (the "Trademarks"); and

WHEREAS, the Assignee desires to obtain all of the Assignor's right, title and interest in all such Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby grants, assigns and conveys to the Assignee, its successors and assigns, the entire right, title and interest of the Assignor in and to the Trademarks, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by the Trademarks. The Assignor acknowledges that it has granted the Assignee the right to secure the assets of the Assignor associated with the business symbolized by the Trademarks, under separate agreement.

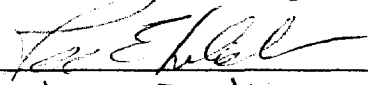
The Assignor further agrees to execute such further instruments and documents and perform such further acts as the Assignee may deem necessary to secure to the Assignee the rights herein conveyed.

The Assignor warrants and represents that it is the sole owner of the interest conveyed hereunder and that such interest is not the subject of any prior transfer, assignment, lien, mortgage or other transaction which would affect the Assignor's ability to transfer such interest.

The Assignor further agrees to indemnify the Assignee for any breach of the above warranty.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the day and year first above written.

Cardiac Telecom Corporation
f/k/a Telemed Technologies International, Inc.
a/k/a Telemed Technologies International Corporation

By: 
Name: LEE ENLICHMAN
Title: PRESIDENT & CEO