



102250839

APPLICATION FORM COVER SHEET  
REMARKS ONLY

7

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

1. Name of conveying party(ies):  
SurVivaLink Corporation *9-17-02*  
5420 Feltl Road  
Minneapolis, Minnesota 55343  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-Minnesota  
 Other \_\_\_\_\_

2. Name and address of receiving party(ies):  
Name: Cardiac Science, Inc.  
Internal Address:  
Street Address: 5420 Feltl Road  
City: Minneapolis State: Minnesota ZIP: 55343

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-Minnesota  
 Other \_\_\_\_\_

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

If assignee is not domiciled in the United States  
a domestic representative designation is attached:  
 Yes  No  
(Designation must be a separate document from  
Assignment)

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: July 18, 2002  Yes  No

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

A. Trademark Application No.(s)  
78/113,635

B. Trademark Registration No.(s)  
2,443,053; 2,231,189; 2,160,347; 2,235,237;  
2,213,422; 1,944,711; 1,993,989; 2,232,854;  
2,474,103; 1,863,625; 1863,624.

Additional numbers attached?  Yes  No

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

Name: Kimberly K. Baxter  
Internal Address: 4800 IDS Center  
80 South Eighth Street  
Minneapolis, Minnesota 55402-2100  
Street Address: 4800 IDS Center  
80 South Eighth Street  
City: Minneapolis State: MN 55402-2100

6. Total number of applications and registrations  
involved: 12

7. Total fee (37 CFR 3.41): \$315.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit Account Number: 16-0631  
(Attached duplicate copy of this page if  
paying by deposit account)

DO NOT USE THIS SPACE

10/16/2002 DBYRNE 00000073 78113635

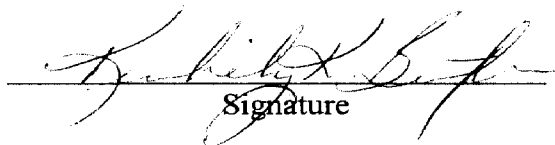
01 FC:4521  
02 FC:4522

40.00 DP  
275.00 DP

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.*

Kimberly K. Baxter  
Name of Person Signing

  
Signature

September 13, 2002  
Date

Total number of pages comprising cover sheet: 2

OMB No. 0651-0011 (exp. 4/94)

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**Do not detach this portion**

Mail documents to be recorded with required cover sheet information to:

**Assistant Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, Virginia 22202-3513**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

## ASSIGNMENT OF TRADEMARK RIGHTS

**Assignor:** SurVivaLink Corporation

**Assignee:** Cardiac Science, Inc.

### **Trademarks/Applications:**

U.S. Trademark Registration No. 2,443,053, entitled, "DATA STORM", registered April 10, 2001;

U.S. Trademark Registration No. 2,231,189, entitled, "FIRSTSAVE", registered March 9, 1999;

U.S. Trademark Registration No. 2,160,347, entitled, "HEARTFELT THANKS", registered May 26, 1998;

U.S. Trademark Registration No. 2,235,237, entitled, "INTELLISENSE", registered March 23, 1999;

U.S. Trademark Registration No. 2,213,422, entitled, "MDLINK", registered December 22, 1998;

U.S. Trademark Registration No. 1,944,711, entitled, "RESCUE READY", registered December 26, 1995;

U.S. Trademark Registration No. 1,993,989, entitled, "RESCUELINK", registered August 13, 1996;

U.S. Trademark Registration No. 2,232,854, entitled, "SAVING MINUTES, SAVING LIVES", registered March 16, 1999;

U.S. Trademark Registration No. 2,474,103, entitled, "STAR", registered July 31, 2001;

U.S. Trademark Registration No. 1,863,625, entitled, "SURVIVALINK", registered November 22, 1994;

U.S. Trademark Registration No. 1,863,624, entitled, "VIVALINK", registered November 22, 1994;

U.S. Trademark Application No. 78/113,635, entitled, "STAR B BIPHASIC", filed September 18, 2000.

1. Assignor represents that it has used or intended to use (1) the marks registered or pending in the Trademarks or Trademark Application(s) described above, and (2) all related foreign and domestic trademarks/service marks, and the like that may (all of which are collectively referred to as the "Trademark Rights"). Assignor represents that Assignor has the full right to convey the interest assigned by this Assignment, and that the Assignor has not executed and will not execute any agreement in conflict with this Assignment.
2. Assignor hereby assigns to Assignee the entire worldwide right, title, and interest in and to the Trademark Rights together with the goodwill of the business in connection with which the marks are used and which is symbolized by the mark, and acknowledges receipt of fair and adequate consideration for such assignment.
3. Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to any claims (known or unknown, suspected or unsuspected) of any nature that Assignor has or may have against any party for infringement of the Trademark Rights, and acknowledges receipt of fair and adequate consideration for such assignment.
4. Assignor agrees to execute all papers and perform all affirmative acts necessary to prosecute any currently pending trademark application within the Trademark Rights, and also to execute separate or additional assignments in connection with such trademark application as the Assignee may deem necessary.
5. Assignor agrees to execute all papers and documents and perform any act, which may be necessary in connection with protecting the Trademark Rights under any claims or provisions of the Madrid System for International Registration of Trademarks or similar agreements.
6. Assignor agrees to execute all papers necessary in conjunction with any opposition or cancellation proceeding which may be declared concerning any trademark or trademark application within the Trademark Rights, and to cooperate with Assignee in every way possible in obtaining evidence and going forward with such opposition or cancellation proceeding.
7. Assignor agrees to assist Assignee with respect to any infringement action, suit, or proceeding relating to the enforcement of any of the Trademark Rights. In any such action, suit, or proceeding, Assignor will be represented by the same legal counsel as Assignee at Assignee's expense.
8. Assignor hereby authorizes and requests the Commissioner of Patent and Trademarks to issue any and all Registered U.S. Trademark resulting from any trademark application within the Trademark Rights to Assignee, as the assignee of the entire interest therein.
9. Assignor grants to Assignee the power to insert on this Assignment any further identification, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

