

10-31-2002

OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

To the Honorable Commis

1. Name of conveying party(ies):

Alaris Medical Systems, Inc.

- ☐ Individual(s) ☐ Association
- ☐ General Partnership ☐ Limited Partnership
- ☒ Corporation-State: Delaware
- ☐ 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: October 16, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

913,149 948,713 1,010,369 1,054,692 1,055,988  
 1,075,233 1,234,461 1,250,233 1,259,330 1,259,901  
 1,276,851 1,283,233 1,285,145 1,317,876 1,320,527  
 1,329,409 1,352,647 1,365,426 1,381,206 1,409,337  
 1,412,187 1,461,797 1,528,063 1,534,147 1,584,487  
 1,584,488 1,585,469 1,608,965 1,629,955 1,637,498  
 1,670,155 1,711,462 1,757,597 1,777,111 1,795,727  
 1,809,978 1,811,424 1,812,828 1,815,391 1,842,315  
 1,884,802 1,888,353 1,888,354 1,952,843 2,000,339  
 2,129,214 2,130,914 2,166,242 2,166,307 2,166,563  
 2,188,176 2,246,282 2,279,724 2,285,941 2,371,410  
 2,375,613

Additional numbers attached ☐ Yes ☒ No

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

Name: Adam D. Resnick, Esq.

Internal Address: \_\_\_\_\_

PIPER RUDNICK LLP

Street Address: 1200 Nineteenth Street, NWCity: Washington State: DC ZIP: 20036

10/30/2002 DBYRNE 00000002 913149

01 FC: A521

40.00 OP

02 FC: 0522

1375.00 OP

DO NOT USE THIS SPACE

6. Total number of applications and registrations involved: \_\_\_\_\_ 56

7. Total fee (37 C.F.R. § 3.41). . . . . \$ 1,415.00

- ☒ Enclosed
- ☒ Authorized to be charged to deposit account

8. Deposit account number:

501150

(Attach duplicate copy of this page if paying by deposit account)

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.

Adam D. Resnick, Esq.

Name of Person Signing

Signature

Date

Total no. of pages incl. cover sheets, attachments, and document: 8

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

TRADEMARK

REEL: 002605 FRAME: 0463

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 16, 2001, by ALARIS Medical Systems, Inc. (the "*Pledgor*") and any other entity which becomes a party hereto pursuant to Section 3.5 of the Security Agreement referred to below, in favor of HSBC Bank USA, as Trustee for the Secured Parties (as defined in the Security Agreement in such capacity, the "*Trustee*").

### W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith in favor of the Trustee (the "*Security Agreement*") pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Trustee, for the benefit of the Secured Parties, to enter into the Indenture, the Pledgor hereby agrees with the Trustee as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**SECTION 2. Grant of Security Interest in Trademarks.** The Pledgor, as collateral security for the payment and performance in full of all the Secured Obligations, hereby collaterally pledges to the Trustee for the benefit of the Secured Parties, and grants to the Trustee for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Pledgor (the "*Trademarks*"):

- (a) all Intellectual Property Collateral to the extent relating to Trademarks and including Licenses relating to Trademarks and Goodwill relating to Trademarks,
- (b) all Tort Claims to the extent relating to Trademarks,
- (c) all General Intangibles to the extent relating to Trademarks, and
- (d) all Proceeds of any and all of the foregoing (other than Excluded Assets).

**SECTION 3. Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Trustee pursuant to the Security Agreement and each Pledgor hereby acknowledges and affirms that the rights and remedies of the Trustee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**SECTION 4. Termination.** Upon the full performance of the Secured Obligations, the Trustee shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in record-

able form releasing the collateral pledge, grant, assignment, lien and security interest in the Trade-marks under this Security Agreement.

[signature page follows]

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

Very truly yours,

ALARIS MEDICAL SYSTEMS, INC.

By: \_\_\_\_\_

Name:

Title:

Stuart E. Rickerson  
Stuart E. Rickerson  
Vice President & General Counsel

Accepted and Agreed:

HSBC BANK USA, as Trustee

By: \_\_\_\_\_

Name:

Title:

Harriet Drandoff  
Harriet Drandoff  
Vice President

TRADEMARK

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ACKNOWLEDGMENT OF PLEDGOR

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On this 16<sup>th</sup> day of October, 2001 before me personally appeared Stuart E. Rickerson, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Plains Medical Systems, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Maureen P. Murphy  
Notary Public

MAUREEN P. MURPHY  
Notary Public, State of New York  
No. 24-4798844  
Qualified in Richmond County  
Certificate Filed in New York County  
Commission Expires March 30, 2003

**SCHEDULE I**  
**to**  
**TRADEMARK REGISTRATIONS**

- A. REGISTERED TRADEMARK  
Mark Reg. No. Date
- B. TRADEMARK APPLICATIONS
- C. TRADEMARK LICENSES  
Name of Agreement, Parties, Date of Agreement

SCHEDULE ITRADEMARKS

Registration Number	Registration Date	Country	Description
913,149	6/8/71	U.S.	IVAC
948,713	12/12/72	U.S.	IVAC
1,010,369	5/13/75	U.S.	IMED
1,054,692	12/21/76	U.S.	ACCUSET
1,055,988	1/11/77	U.S.	KEOFEED
1,075,233	10/11/77	U.S.	TSP & Design
1,234,461	4/12/83	U.S.	MICROSET
1,250,233	9/6/83	U.S.	IMED (Stylized)
1,259,330	11/29/83	U.S.	INFU-CHECK
1,259,901	12/6/83	U.S.	IVAC
1,276,851	5/8/84	U.S.	TEMP-PLUS
1,283,233	6/26/84	U.S.	KEOFEED
1,285,145	7/10/84	U.S.	VITAL-CHECK
1,317,876	2/5/85	U.S.	ADD-I-MED
1,320,527	2/19/85	U.S.	NEO-MATE
1,329,409	4/9/85	U.S.	SPEC-SETS
1,352,647	8/6/85	U.S.	SURE-TOP
1,365,426	10/15/85	U.S.	MACRODOT
1,381,206	2/4/86	U.S.	SITE-SAVER
1,409,337	9/16/86	U.S.	STAR-FLOW
1,412,187	10/7/86	U.S.	CRIS
1,461,797	10/20/87	U.S.	CRIS
1,528,063	3/7/89	U.S.	PC-2
1,534,147	4/11/89	U.S.	FLO-STOP
1,584,487	2/27/90	U.S.	GEMINI PC-1
1,584,488	2/27/90	U.S.	GEMINI PC-2
1,585,469	3/6/90	U.S.	GEMINI (Stylized)
1,608,965	8/7/90	U.S.	XL
1,629,955	1/1/91	U.S.	PC-1
1,637,498	3/12/91	U.S.	VERSATAPER
1,670,155	12/31/91	U.S.	DIVERSA-CUF
1,711,462	9/1/92	U.S.	CORE-CHECK
1,757,597	3/9/93	U.S.	READYMED
1,777,111	6/15/93	U.S.	GEMINI PC-4
1,795,727	9/28/93	U.S.	READYMED (Stylized)
1,809,978	12/7/93	U.S.	AUTOTAPER
1,811,424	12/14/93	U.S.	CORE (& Design)
1,812,828	12/21/93	U.S.	MEDMATE

Registration Number	Registration Date	Country	Description
1,815,391	1/4/94	U.S.	PATIENT SOLUTIONS INC.
1,842,315	6/28/94	U.S.	MEDSHELL
1,884,802	3/21/95	U.S.	SPACE SAVER
1,888,353	4/11/95	U.S.	GEMINI PC-2TX
1,888,354	4/11/95	U.S.	PC-2TX
1,952,843	1/30/96	U.S.	MEDSYSTEM III
2,000,339	9/10/96	U.S.	VERSASAFE
2,129,214	1/13/98	U.S.	SIGNATURE EDITION
2,130,914	1/20/98	U.S.	ACCUSLIDE
2,166,242	6/16/98	U.S.	MICROSTAR
2,166,307	6/16/98	U.S.	SMARTSITE
2,166,563	6/16/98	U.S.	MICROSTAR (Stylized with Stars)
2,188,176	9/8/98	U.S.	GENIE
2,246,282	5/18/99	U.S.	DYNAMIC MONITORING
2,279,724	9/21/99	U.S.	ALARIS
2,285,941	10/12/99	U.S.	Misc. Design (Star w/ Concentric Swirls - ALARIS)
2,371,410	7/25/00	U.S.	ALARIS
2,375,613	8/8/00	U.S.	ALARIS MEDICAL SYSTEMS

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RECORDED: 10/25/2002

TRADEMARK

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