

11-15-2002



102281970

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

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 30, 2002

2. Name and address of receiving party(ies):

Name: **HSBC Bank USA**

Internal Address: 11-8-02

Street Address: 452 Fifth Avenue

City: New York State: NY ZIP: 10018

- ☐ Individual(s) citizenship: _____
☐ Association _____
☐ General Partnership of: _____
☐ Limited Partnership of: _____
☐ Corporation-State: _____
☒ Other: banking corporation and trust company of New York

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)

11/14/2002 6TON11 00000092 2538972

01 FC:0521

40.00 DP

02 FC:0522

50.00 DP

Additional numbers attached

B. Trademark Registration No.(s)

2,538,972 2,585,689 2,589,696

☐ 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, NW

City: Washington State: DC ZIP: 20036

6. Total number of applications and registrations involved: 3

7. Total fee (37 C.F.R. § 3.41). \$ 90.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

501150

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

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.

Adam D. Resnick, Esq.
Name of Person Signing

Adam D. Resnick
Signature

11/8/02
Date

Total no. of pages incl. cover sheets, attachments, and document: 5

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 10, 2002, by ALARIS Medical Systems, Inc. (the "*Pledgor*") in favor of HSBC Bank USA, as Trustee for the Secured Parties (as defined in the Security Agreement) (in such capacity, the "*Trustee*").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated as of October 16, 2001 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 herein and other good and valuable consideration, the receipt of which is hereby acknowledged, 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 "*Trademark Collateral*"):

- (a) all Trademarks listed on Schedule I attached hereto and all Licenses relating to Trademarks and all 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 the Pledgor hereby acknowledges and affirms that the rights and remedies of the Trustee with respect to the security interest in the Trademark Collateral 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

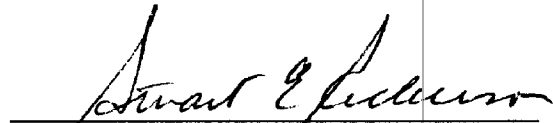
Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

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 recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

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.

ALARIS MEDICAL SYSTEMS, INC.

By:


Name: STUART E. RICKERSON
Title: VICE PRESIDENT,
GENERAL COUNSEL AND
SECRETARY

Accepted and Agreed:
HSBC BANK USA, as Trustee

By:


Name: HARRIET DRANDOFF
Title: VICE PRESIDENT

ACKNOWLEDGMENT OF PLEDGOR

STATE OF CALIFORNIA)

) ss.

COUNTY OF SAN DIEGO)

On this 30th day of OCTOBER, 2002, 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 ALARIS 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.

Christine L. Molla

Notary Public CHRISTINE L. MOLLA



SCHEDULE I
TRADEMARK REGISTRATIONS -UNITED STATES

Registration Number	Registration Date	Country	Description	
2,538,972	02/19/02	United States	PRESETS	
2,585,689	06/25/02	United States	TURBO TEMP	
2,589,696	07/02/02	United States	GUARDRAILS	