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07-09-2003

Docket No.:

64823

1-2-03



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Tab settings

To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ALARIS Medical Systems, Inc.

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

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

Execution Date: June 30, 2003

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

Name: **Citicorp North America, Inc.**

Internal Address: **1st Floor**

Street Address: **390 Greenwich Street**

City: **New York** State: **NY** ZIP: **10013**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation-State **Delaware**

Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)

See Attached Schedule IB

B. Trademark Registration No.(s)

See Attached Schedule IA

Additional numbers

Yes  No

FINANCE SECTION  
JUN 22 11 10 AM '03  
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5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Thomas A. Runk**

Internal Address: **Fulwider Patton Lee & Utecht, LLP**

**Tenth Floor**

Street Address: **6060 Center Drive**

City: **Los Angeles** State: **CA** ZIP: **90045**

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

7. Total fee (37 CFR 3.41):.....\$ **\$1,815.00**

- Enclosed -- Any excess or insufficiency should be credited or debited to the deposit account.
- Authorized to be charged to deposit account

8. Deposit account number:

**06-2425**

07/08/2003 MUELLER 00000171 74656561

DO NOT USE THIS SPACE

01 FC:8521 40.00 DP  
02 FC:8522 1775.00 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.

**Thomas A. Runk**

Name of Person Signing

Signature

**June 30, 2003**

Date

Total number of pages including cover sheet, attachments, and

10

TRADEMARK

**SCHEDULE IA****TRADEMARK REGISTRATIONS**

<b>COUNTRY</b>	<b>MARK</b>	<b>SERIAL NO.</b>	<b>FILED</b>	<b>REGISTRATION NO.</b>	<b>REG. DATE</b>
U.S.	ACCUSLIDE	74/656,561	4/5/1995	2,130,914	1/20/1998
U.S.	ADD-I-MED			1,317,876	2/5/1985
U.S.	ALARIS	75/234,438	1/31/1997	2,279,724	9/21/1999
U.S.	ALARIS	75/223,900	1/10/1997	2,371,410	7/25/2000
U.S.	ALARIS MEDICAL SYSTEMS	75/261,470	3/21/1997	2,375,613	8/8/2000
U.S.	AUTOTAPER	053,056	4/26/1990	1,809,978	12/7/1993
U.S.	CORE (& Design)	74/071133	6/20/1990	1,811,424	12/14/1993
U.S.	CORE-CHECK	74/207,765	9/30/1991	1,711,462	9/1/1992
U.S.	CRIS	73/582,601	2/13/1986	1,412,187	10/7/1986
U.S.	CRIS	73,650,092	3/19/1987	1,461,797	10/20/1987
U.S.	DIVERSA-CUF	74/146,791	3/11/1991	1,670,155	12/31/1991
U.S.	DYNAMIC MONITORING	74/527,927	5/19/1994	2,246,282	5/18/1999
U.S.	FLO-STOP	698,869	12/2/1987	1,534,147	4/11/1989
U.S.	GEMINI (Stylized)	754,230	9/26/1988	1,585,469	3/6/1990
U.S.	GEMINI PC-1	751,426	9/12/1988	1,584,487	2/27/1990
U.S.	GEMINI PC-2	751,430	9/12/1988	1,584,488	2/27/1990
U.S.	GEMINI PC-2TX	74/495,385	2/28/1994	1,888,353	4/11/1995
U.S.	GEMINI PC-4	126,179	12/21/1990	1,777,111	6/15/1993
U.S.	GENIE	75/093,859	4/25/1996	2,188,176	9/8/1998
U.S.	GUARDRAILS	76/133,423	9/21/2000	2,589,696	7/2/2002
U.S.	GUARDRAILS	76/133,774	9/21/2000	2,691,453	2/25/2003
U.S.	IMED	21,804	5/17/1974	1,010,369	5/13/1975
U.S.	IMED (Stylized)	358,529	4/5/1982	1,250,233	9/6/1983
U.S.	INFU-CHECK	73/386/799	9/20/1982	1,259,330	11/29/1983
U.S.	IVAC	72/336,573	6/8/1971	913,149	6/8/1971
U.S.	IVAC	72/405,570	10/20/1971	948,713	12/12/1972

COUNTRY	MARK	SERIAL NO.	FILED	REGISTRATION NO.	REG. DATE
U.S.	IVAC	73/390,755	9/28/1982	1,259,901	12/6/1983
U.S.	KEOFEED	73/092,540	7/6/1976	1,055,988	1/11/1977
U.S.	KEOFEED	73/396,919	9/30/1982	1,283,233	6/26/1984
U.S.	MACRODOT			1,365,426	10/15/1985
U.S.	MEDMATE	74-205,066	9/19/1991	1,812,828	12/21/1993
U.S.	MEDSHELL	74-205,068	9/19/1991	1,842,315	6/28/1994
U.S.	MEDSYSTEM III	74/610,721	12/13/1994	1,952,843	1/30/1996
U.S.	MICROSTAR	75/064,874	2/28/1996	2,166,242	6/16/1998
U.S.	MICROSTAR (Stylized with Stars)	75/220,462	1/2/1997	2,166,563	6/16/1998
U.S.	Misc. Design (Star w/ Concentric Swirls - ALARIS)	75/234,437	1/31/1997	2,285,941	10/12/1999
U.S.	NEO-MATE	73/462,917	7/27/1984	1,320,527	2/19/1985
U.S.	PATIENT SOLUTIONS INC.	74-205,067	9/16/1991	1,815,391	1/4/1994
U.S.	PC-1	006423	11/30/1989	1,629,955	1/1/1991
U.S.	PC-2	702,533	12/23/1987	1,528,063	3/7/1989
U.S.	PC-2TX	74/495,389	2/28/1994	1,888,354	4/11/1995
U.S.	PRESETS	75/793,619	9/7/1999	2,538,972	2/19/2002
U.S.	PRIME-SAVER	76/090,962	7/17/2000	2,645,127	11/5/2002
U.S.	READYMED	028,762	2/14/1990	1,757,597	3/9/1993
U.S.	SIGNATURE EDITION	74/528,474	5/19/1994	2,129,214	1/13/1998
U.S.	SITE•SAVER	73/550,553	7/29/1985	1,381,206	2/4/1986
U.S.	SMARTSITE	75/096,727	4/30/1996	2,166,307	6/16/1998
U.S.	SPACE SAVER	74/512,684	4/14/1994	1,884,802	3/21/1995
U.S.	SPEC-SETS	73/462,919	1/27/1984	1,329,409	4/9/1985
U.S.	STAR•FLOW	73/582,600	2/13/1986	1,409,337	9/16/1986
U.S.	SURE-TOP	73/519/874	1/30/1985	1,352,647	8/6/1985
U.S.	TEMP-PLUS	73/380,361	8/17/1982	1,276,851	5/8/1984
U.S.	TURBO TEMP	75/554627	9/17/1998	2,585,689	6/25/2002
U.S.	VERSASAFE	74/584,703	10/13/1994	2,000,339	9/10/1996

<b>COUNTRY</b>	<b>MARK</b>	<b>SERIAL NO.</b>	<b>FILED</b>	<b>REGISTRATION NO.</b>	<b>REG. DATE</b>
U.S.	VERSATAPER	809,903	6/29/1989	1,637,498	3/12/1991
U.S.	VITAL•CHECK	73/386,798	9/20/1982	1,285,145	7/10/1984

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Updated 6/19/2003

**SCHEDULE IB****PENDING TRADEMARK APPLICATIONS FOR REGISTRATION**

Country	Mark	Serial No.	Filing Date
U.S.	ALARIS AEP	76/363,095	1/25/2002
U.S.	ALARIS AEP	76/363,096	1/25/2002
U.S.	ASENA	75/870,644	12/13/1999
U.S.	ASENA	75/870,643	12/13/1999
U.S.	ASENA & Design	76/433,268	7/22/2002
U.S.	ASENA & Design	76/433,269	7/22/2002
U.S.	Design (Colors Blue and Transparent)	76/283,974	7/12/2001
U.S.	Design (Colors Blue, White and Transparent)	76/283,895	7/12/2001
U.S.	DOCTILE	75/892,935	1/10/2000
U.S.	DOCTILE	75/892,934	1/10/2000
U.S.	MEDFLASH	78/185,280	11/14/2002
U.S.	MEDLEY	75/808,630	9/24/1999
U.S.	MEDLEY	75/808,629	9/24/1999
U.S.	MEDLEY	78/181,356	11/4/2002
U.S.	SMARTMEASURE	78/218,438	2/24/03
U.S.	SMARTPRACTICE	78/185,275	11/14/02

TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2003, by each of the entities listed on the signature pages hereof or which becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Security Agreement referred to below (each a "Grantor" and, collectively, the "Grantors"), in favor of CITICORP NORTH AMERICA, INC. ("Citicorp"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Administrative Agent").

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, dated as of June 30, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ALARIS MEDICAL SYSTEMS, INC. (the "Borrower"), the Lenders, the Issuers and Citicorp, as agent for the Lenders and the Issuers, UBS SECURITIES LLC, as syndication agent for the Lenders and the Issuers (in such capacity, the "Syndication Agent"), and BEAR STEARNS CORPORATE LENDING INC. and CIBC WORLD MARKETS CORP., as co-documentation agents for the Lenders and the Issuers (in such capacity, each a "Co-Documentation Agent" and collectively, the "Co-Documentation Agents"), the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

***Section 2. Grant of Security Interest in Trademark Collateral***

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby conveys, mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent 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 (excluding, however, any Canadian Trademarks and any Trademark License to the extent that it relates to a Canadian Trademark) of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

### ***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 Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Trademarks Security Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ALARIS MEDICAL SYSTEMS, INC.

as Grantor

By: 

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

ALARIS RELEASE CORPORATION,

as Grantor

By: 

Name: STUART E. RICKERSON  
Title: VICE PRESIDENT, TREASURER  
& SEC

ALARIS CONSENT CORPORATION,

as Grantor

By: 

Name: STUART E. RICKERSON  
Title: VICE PRESIDENT, TREASURER  
& SECRETARY

RIVER MEDICAL, INC.,

as Grantor

By: 

Name: DAVID L. SCHLOTTERBECK  
Title: PRESIDENT & CEO

IVAC OVERSEAS HOLDINGS, INC.,

as Grantor

By: 

Name: STUART E. RICKERSON  
Title: SECRETARY



ACCEPTED AND AGREED  
as of the date first above written:

CITICORP NORTH AMERICA, INC.,  
*as Administrative Agent*

By: Myle Vassin

Name:  
Title:

SIGNATURE PAGE TO TRADEMARKS SECURITY AGREEMENT

RECORDED: 07/02/2003

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