

Form PTO-159.4  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies):

Life Line Screening of America Ltd.

- Individual(s)                       Association
  - General Partnership               Limited Partnership
  - Corporation
  - Other Ohio limited liability company
- Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Harris Trust and Savings Bank,

Name: as administrative agent

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

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation State Illinois
- 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

3. Nature of conveyance:

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

Execution Date: March 1, 2005

4. Application number(s) or trademark number(s)

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule A-1, attached

Additional numbers attached?  Yes  No

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

Name: Robert J. Schneider

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

6. Total number of applications and trademarks involved: 3

7. Total fee (37 CFR 3.41) ... \$ 90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

50-0305

(Attach duplicate copy of this page if paying by deposit account)  
Attorney Docket No. 1604438

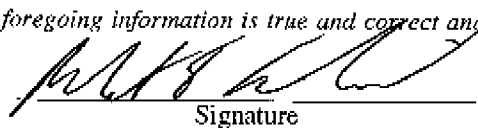
DO NOT USE THIS SPACE

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.*

Robert J. Schneider

Name of Person Signing



Signature

March 1, 2005

Date

Total number of pages including cover sheet, attachments, and document: 6

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:  
United States Patent and Trademark Office, Box Assignments  
Washington, DC 20231

CH \$90.00 500305 2784339

**SCHEDULE A-1  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
LIFE LINE SCREENING PROTECT YOUR HEALTH. PROTECT YOUR LIFE.	2,784,339	11/18/03
PROTECT YOUR HEALTH. PROTECT YOUR LIFE	2,759,074	09/02/03
LIFE LINE SCREENING	2,227,694	03/02/99

### TRADEMARK COLLATERAL AGREEMENT

This 1<sup>st</sup> day of March, 2005, Life Line Screening of America Ltd., an Ohio limited liability company ("*Debtor*") with its principal place of business and mailing address at 5400 Transportation Boulevard, Garfield Heights, Ohio 44125, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation ("*HTSB*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in that certain Security Agreement hereinafter defined (HTSB acting as administrative agent and any successor or successors to HTSB acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent, for the benefit of the Secured Creditors, a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between the Debtor, the other debtors party thereto and the Agent, as the same may be amended, modified or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Secured

Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

LIFE LINE SCREENING OF AMERICA LTD.

By  
Name \_\_\_\_\_  
Title Joseph Whang  
Treasurer & Chief Financial Officer

Accepted and Agreed to as of the date and year first written above.

HARRIS TRUST AND SAVINGS BANK, as  
Administrative Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

LIFE LINE SCREENING OF AMERICA LTD.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and Agreed to as of the date and year first written above.

HARRIS TRUST AND SAVINGS BANK, as  
Administrative Agent

By Michael D. Jones  
Name MICHAEL D JONES  
Title MANAGING DIRECTOR

**SCHEDULE A-2  
TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

NONE

Law Offices of

# CHAPMAN AND CUTLER LLP

## Intellectual Property Department

111 West Monroe Street, Chicago, Illinois 60603

Telephone 1•312•845•3000 FAX 1•312• 701•2361

**Direct Dial 1•312•845•3919 Direct Fax: 1•312•803•5299**

### FACSIMILE COVER PAGE

This transmission consists of 7 page(s) including cover page.

Please call (312) 845-3919 if you have any problems with this transmission.

2005 MAR -1 P. 1:58  
CHAPMAN AND CUTLER

Date: Tuesday, March 1, 2005

To: Assignment Recordation Services

Firm/Company: U.S. Patent & Trademark Office

Fax Number: (703) 306-5995

Confirm Number: (703) 306-9723

From: Robert J. Schneider

Matter Number: 1604438

Comments: Recordation of Security Agreement

**CERTIFICATE OF FACSIMILE TRANSMISSION:** I hereby certify that the attached correspondence was transmitted by facsimile on the date listed above, to the U.S. Patent & Trademark Office at the facsimile number listed above, under 37 C.F.R. § 1.8.

Signature: Richard Kalwa

Person Signing Certificate Richard Kalwa Date: March 1, 2005

**NOTICE OF CONFIDENTIALITY:** The information contained in this facsimile transmission is confidential information which may contain information that is legally privileged and exempt from disclosure under applicable law. The information is intended solely for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action in reliance on the contents of this facsimile transmission is strictly prohibited. If you have received this facsimile transmission in error, please notify us immediately by telephone to arrange for the return of the original transmission to us.

Receipt Confirmed By: RECORDED: 03/01/2005

**TRADEMARK**  
**REEL: 003051 FRAME: 0159**