

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Care Technologies, Inc.		10/31/2005	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lifeline Systems Company		
<b>Street Address:</b>	111 Lawrence Street		
<b>City:</b>	Framingham		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01702-8156		
<b>Entity Type:</b>	TRUST: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2431893	CARE TECHNOLOGIES, INC.	
Registration Number:	2170223	COMMUNITYCARE	
Registration Number:	2489871	SMARTCARE	
Registration Number:	2116724	ALERTCARE	
Registration Number:	2464942	PAGECARE	
Registration Number:	3059982	CARE TECH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)698-2168		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-861-8686		
<b>Email:</b>	lisa.parker.gates@bakernet.com		
<b>Correspondent Name:</b>	Lisa Parker Gates		
<b>Address Line 1:</b>	130 E. Randolph Drive		
<b>Address Line 2:</b>	Suite 3500		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		

**CH \$165.00 2431893**

NAME OF SUBMITTER:	Lisa Parker Gates
Signature:	/Lisa Parker Gates/
Date:	03/08/2006
<b>Total Attachments: 4</b> source=care technologies#page1.tif source=care technologies#page2.tif source=care technologies#page3.tif source=care technologies#page4.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Assignment") is made as of the 31<sup>st</sup> day of October, 2005, by and between Care Technologies, Inc., a Georgia corporation ("Assignor"), and Lifeline Systems Company, a Massachusetts business trust ("Assignee").

**WHEREAS**, Assignor has sold and transferred certain assets (the "Acquired Assets") to Assignee pursuant to an Asset Purchase Agreement dated October 10, 2005, by and between Assignor and Assignee;

**WHEREAS**, the Acquired Assets include the trademarks set forth on the attached Exhibit A (the "Assigned Marks");

**WHEREAS**, Assignor owns all right, title and interest in and to the Assigned Marks; and

**WHEREAS**, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest in and to the Assigned Marks, together with the goodwill of the business in connection with which the Assigned Marks is used;


**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all right, title and interest in and to the Assigned Marks, including all registrations and applications thereof throughout the world, together with the goodwill of the business in connection with which the Assigned Marks is used.
2. Nothing in this Assignment shall be construed as granting or otherwise conveying a reversion to Assignor of any of the rights granted herein to Assignee hereunder, and no such rights shall revert to Assignor upon Assignee's failure to use any Assigned Marks in any given year.
3. Assignor expressly acknowledges that henceforth Assignee is the exclusive owner of the Assigned Marks and the goodwill it represents, and that, from this date forward, Assignee has succeeded to all right, title, and standing to: (a) receive all rights and benefits pertaining to the Assigned Marks; (b) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert or enforce any claim, right or title of any kind in and to any and all of the Assigned Marks; and (c) defend and compromise any and all such actions, suits or proceedings relating to such transferred and assigned rights, title, interest and benefits and do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable.

- 4. Assignor hereby warrants, covenants and represents to Assignee that: (a) Assignor is the lawful owner of the Assigned Marks; (b) Assignor has the full right to assign the entire rights, title and interest in and to the Assigned Marks; and (c) Assignor has not executed and will not execute any agreement or other instrument in conflict with this Assignment.
- 5. This Assignment shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

**IN WITNESS WHEREOF**, authorized representatives of the parties have executed this Assignment on the date first written above.

**CARE TECHNOLOGIES, INC.**

By:   
 Its: Chairman

**LIFELINE SYSTEMS COMPANY**

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

- 4. Assignor hereby warrants, covenants and represents to Assignee that: (a) Assignor is the lawful owner of the Assigned Marks; (b) Assignor has the full right to assign the entire rights, title and interest in and to the Assigned Marks; and (c) Assignor has not executed and will not execute any agreement or other instrument in conflict with this Assignment.
- 5. This Assignment shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

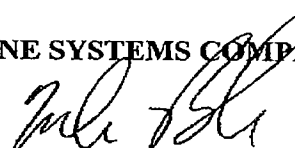
**IN WITNESS WHEREOF**, authorized representatives of the parties have executed this Assignment on the date first written above.

**CARE TECHNOLOGIES, INC.**

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

Its: \_\_\_\_\_


**LIFELINE SYSTEMS COMPANY**

By: 

Its: CFO

**EXHIBIT A**  
**ASSIGNED MARKS**

1. CARE TECHNOLOGIES, INC. (U.S. Registration No. 2,431,893)

2. COMMUNITYCARE and Design (  ) (U.S. Registration No. 2,170,223)

3. SMARTCARE (U.S. Registration No. 2,489,871)



4. ALERTCARE and Design (  ) (U.S. Registration No. 2,116,724)

5. PAGECARE (U.S. Registration No. 2,464,942)

6. CARE TECH (U.S. Serial No. 78/396,866)

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