

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAREFUSION, INC.		07/18/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ACCESS NATIONAL BANK		
Street Address:	1800 Robert Fulton Drive		
Internal Address:	S-310		
City:	Reston		
State/Country:	VIRGINIA		
Postal Code:	20191		
Entity Type:	INC. ASSOCIATION: VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2908615	CARE FUSION	
Registration Number:	2768161	CARE FUSION	
Registration Number:	2901516	CARE FUSION SOLUTIONS AT THE POINT OF CARE	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6836		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-885-3697		
Email:	trademarks@troutmansanders.com		
Correspondent Name:	Anne E. Yates, Esq.		
Address Line 1:	600 Peachtree Street, N.E.		
Address Line 2:	Troutman Sanders LLP - Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	221027.31		
NAME OF SUBMITTER:	Anne E. Yates, Esq.		

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Signature:	/aey/
Date:	08/31/2006
Total Attachments: 13 source=Care Fusion I.P. Security Agreement#page1.tif source=Care Fusion I.P. Security Agreement#page2.tif source=Care Fusion I.P. Security Agreement#page3.tif source=Care Fusion I.P. Security Agreement#page4.tif source=Care Fusion I.P. Security Agreement#page5.tif source=Care Fusion I.P. Security Agreement#page6.tif source=Care Fusion I.P. Security Agreement#page7.tif source=Care Fusion I.P. Security Agreement#page8.tif source=Care Fusion I.P. Security Agreement#page9.tif source=Care Fusion I.P. Security Agreement#page10.tif source=Care Fusion I.P. Security Agreement#page11.tif source=Care Fusion I.P. Security Agreement#page12.tif source=Care Fusion I.P. Security Agreement#page13.tif	

SECURITY AGREEMENT
(Intellectual Property)

This SECURITY AGREEMENT (Intellectual Property) (this "Agreement") is made as of the 18th day of July 2006, by and between CAREFUSION, INC , a Delaware corporation (the "Grantor"), and ACCESS NATIONAL BANK (the "Grantee")

Recitals.

The Grantor and the Grantee are parties to a Loan and Security Agreement dated as of July 18, 2006 (as amended to the date hereof and as further amended, modified or supplemented from time to time, the "Loan Agreement," the terms defined therein and not otherwise defined herein being used herein as therein defined) It is a condition precedent to the making of Advances by Grantee under the Loan Agreement that Grantor shall have granted Grantee a security interest in certain property to Grantee in accordance with this Agreement

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1 Grant of Security Interest As collateral security for the prompt and complete payment and performance of the Obligations (as defined below), Grantor hereby grants a security interest to Grantee, for its benefit, as security, but not as an ownership interest, in and to Grantor's entire right, title and interest in, to and under the following, whether now owned or hereafter existing, created, acquired or held and wheresoever located (all of which shall collectively be called the "Collateral")

(a) All present and future United States registered copyrights and copyright registrations owned by Grantor, including, without limitation, the registered copyrights listed in Exhibit A-1 to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U S C §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Copyrights"), and any and all royalties, payments, and other amounts payable to Grantor in connection with the Copyrights, together with all renewals and extensions of the Copyrights, the right to recover for all past, present, and future infringements of the Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto,

(b) All right, title and interest in and to any and all present and future license agreements with respect to the Copyrights, to the extent such grant of a security interest is not prohibited by the license, including without limitation the license agreements listed in Exhibit A-2 to this Agreement (the "Licenses"),

(c) All intellectual property rights in computer software and computer software products owned by Grantor,

(d) All present and future patents, patent applications and like protections owned by Grantor including, without limitation, improvements, divisions, continuations, renewals, reissues,

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extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents"), and any and all royalties, payments, and other amounts payable to Grantor in connection with the Patents, together with all renewals and extensions of the Patents, the right to recover for all past, present, and future infringements of the Patents, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Patents, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto,

(e) All present and future trademark and service mark rights owned by Grantor, whether registered or not, applications to register, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks or service marks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks"), and any and all royalties, payments, and other amounts payable to Grantor in connection with the Trademarks, together with all renewals and extensions of the Trademarks, and the right to recover for all past, present, and future infringements of the Trademarks,

(f) All trade secrets and design rights related to any of the foregoing,

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included in any of the foregoing, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above,

(h) All accounts, accounts receivable, instruments, general intangibles (as each such term is defined in the Uniform Commercial Code of the applicable state) and other rights to payment arising from, in connection with or relating to the Copyrights, Patents or Trademarks,

(i) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights,

(j) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents, and

(k) All proceeds (as such term is defined in the Uniform Commercial Code of the applicable state) and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing

This Agreement secures the payment and performance of all obligations of the Grantor now or hereafter existing under the Loan Agreement, including, but not limited to, the Advances, the Note and all obligations, indebtedness and liabilities of Grantor under this Agreement, whether now existing or hereafter arising, whether or not evidenced by notes or other instruments, and whether such obligations, indebtedness and liabilities are direct or indirect, fixed or contingent, liquidated or unliquidated, due or to become due, including, without limitation, any indebtedness of the Grantor under the Loan Agreement and the Note to Grantee (all such obligations of Grantor being the "Obligations") Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by Grantor and Borrower to Grantee under the Loan Agreement and the Note but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement

3 Covenants and Warranties Grantor represents, warrants, covenants and agrees as follows

(a) Grantor is the sole owner of the Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business

(b) Listed on Exhibit A-1 are all Copyrights owned by Grantor (excluding off-the-shelf licensed software and databases) which are used in and are material to Grantor's business Listed on Exhibit B are all Patents owned by Grantor Listed on Exhibit C are all Trademarks owned by Grantor, in which Grantor has a material interest, or which are used in Grantor's business

(c) Each employee, agent and/or independent contractor of Grantor who has participated in the creation of the property constituting the Collateral has either executed an assignment of its, his or her rights of authorship to Grantor or is an employee of Grantor acting within the scope of his or her employment and was such an employee at the time of said creation

(d) Grantor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Grantor all rights of authorship to any copyrighted material in which Grantor has or may subsequently acquire any right or interest, to the extent material to the business of Grantor

(e) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the disclosure of information or the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this Agreement constitutes an assignment or requires such disclosure.

(f) During the term of this Agreement, without the prior written consent of Grantee, which consent shall not be unreasonably withheld, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business, non-exclusive licenses to its parent companies and/or subsidiaries, and non-exclusive licenses of-the-shelf licensed software and databases, or as set forth in this Agreement Upon Grantee's request from time to time, Grantor shall provide to Grantee an up-to-date list of all license agreements relating to or affecting the Collateral, together with the names and addresses of each licensee and, if requested by Grantee, a copy of each license agreement

(g) Each part of the Collateral is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party

(h) Grantor shall promptly advise Grantee of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement

(i) Grantor shall (1) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, subject to Grantor's reasonable business judgment as to the value of the Trademark, Patent or Copyright, and the cost of such defense, (2) use commercially reasonable efforts

to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Grantee in writing of material infringements detected and (3) not allow any Trademarks, Patents, or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Grantee, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate and such Trademark, Patent or Copyright is not material to the business of Grantor or any Affiliate thereof

(j) Grantor shall, subject to Grantor's reasonable business judgment as to the value of the Trademark, Patent or Copyright, promptly register the most recent version of any of Grantor's Copyrights in published works, Trademarks or Patents, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Grantee may reasonably request from time to time to perfect or continue the perfection of Grantee's interest in the Collateral, including, without limitation, the assignment of any Patents now in existence or hereafter arising

(k) The security interests of Grantee in the Collateral rank first in priority, except that the priority of the security interests may be subject to Permitted Liens

(l) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark Office with respect to the Patents and Trademarks and the United States Copyright Office with respect to the Copyrights, and the filing of Uniform Commercial Code financing statements, necessary to perfect the security interests created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any governmental agency or regulatory body of the United States or any state thereof is required either (1) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor or (2) for the perfection in the United States or any state thereof or the exercise by Grantee of its rights and remedies hereunder

(m) All information herein or hereafter supplied to Grantee by or on behalf of Grantor with respect to the Registered Copyrights, Patents and Trademarks is and will be accurate and complete in all material respects

(n) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Grantee's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Collateral acquired under such contracts, except that agreements with software licensors may prohibit the transfer of the license thereto to a third party without licensor's consent, and Grantor may agree to standard license terms for off-the-shelf software products irrespective of provisions which prohibit transfers, assignments and security interests

(o) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Grantee in writing of any event that materially adversely affects the value of any material Collateral, the ability of Grantor to dispose of any material Collateral or the rights and remedies of Grantee in relation thereto, including the levy of any legal process against any of the Collateral

(p) With respect to each Trademark, Patent or Copyright which is material to the business of Grantor, Grantor agrees that it shall notify Grantee promptly after it becomes aware of any

alleged infringement of any Trademark, Patent or Copyright by a third party. Grantor further agrees to pursue all reasonable and appropriate causes of action against all infringers of any Trademark, Patent or Copyright and Grantor shall be solely liable for all costs associated with such causes of action, including, but not limited to, attorneys' fees. Notwithstanding the foregoing, if Grantor determines that any such Trademark, Patent or Copyright is not material to Grantor's business, Grantor may elect not to pursue any such infringement action with prior written notice to Grantee.

4 Grantee's Rights. Grantee shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Grantee for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5 Inspection Rights. Grantor hereby grants to Grantee and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than one (1) inspection in every six (6) months shall be permitted so long as no Default has occurred and is continuing.

6 Further Assurances, Attorney in Fact

(a) Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including, appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the United States Copyright Office, and take all such action as may reasonably be requested by Grantee, to perfect Grantee's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Grantee the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Grantee as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Grantee or otherwise, from time to time in Grantee's reasonable discretion, upon the occurrence of a Default and upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Grantee may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including

(i) To modify, in its reasonable discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, and

(ii) To file, in its reasonable discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law.

7 Events of Default The occurrence of any of the following shall constitute an Event of Default under this Agreement:

- (a) A Default occurs under the Note, or
- (b) Grantor breaches or fails to perform or observe any representation, warranty or agreement made by Grantor in this Agreement, and such failure continues uncured for 30 or more days after written notice thereof by Grantee

8 Remedies Upon the occurrence and during the continuance of a Default, Grantee shall have the right to exercise all the remedies of a secured party under the Uniform Commercial Code of the applicable state, including without limitation the right to

- (a) require Grantor to assemble any tangible property in which the Collateral is embodied and in which Grantee has a security interest and to make it available to Grantee at a place designated by Grantee,
- (b) exercise any and all rights as beneficial and legal owner of the Collateral, including, without limitation, any and all consensual rights and powers with respect to the Collateral, and
- (c) sell or assign or grant a license to use, or cause to be sold or assigned or grant a license to use, any or all of the Collateral or any part thereof, in each case, free of all rights and claims of Grantor therein and thereto, except to the extent such actions would violate restrictions against assignments contained in any Collateral in which Grantor's rights arise by contract or license. In that connection, Grantee shall have the right to cause any or all of the Collateral to be transferred of record into the name of Grantee or its nominee and the right to impose (i) such limitations and restrictions on the sale or assignment of the Collateral as Grantee may reasonably deem to be necessary or appropriate to comply with any law, rule or regulation having applicability to such sale or assignment and (ii) requirements for any necessary governmental approvals. To the extent not inconsistent with any license or contract under which Grantor's rights arise, Grantee shall have a nonexclusive, royalty-free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Grantee to exercise its rights and remedies upon the occurrence of a Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Grantee in connection with the exercise of any of Grantee's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Grantee's rights and remedies with respect to the Collateral shall be cumulative.
- (d) Grantee may, without demand or notice (except as required by applicable law) to Grantor, all of which are hereby expressly waived, and without advertisement (except as required by applicable law), sell at one or more public or private sales or other disposition, or otherwise realize upon, all or any portion of the Collateral, together with, in the case of Trademarks, the goodwill of the business symbolized by the Trademarks. Grantee may deduct from the proceeds of each such sale or other disposition all expenses (including all reasonable expenses for brokers' fees and legal services) related to such sale or disposition. Notice of any sale or other disposition of the Collateral shall be given to Grantor at least 10 days before the time of any intended public sale or other disposition of the Collateral is to be made, or at least 10 days after which any private sale of the Collateral is to be made, and Grantor hereby agrees that such notice shall be reasonable notice of each such sale or other disposition. At any such sale or other disposition, Grantee may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Grantor, which right is

hereby irrevocably waived and released Grantor hereby agrees to execute any documents reasonably requested by Grantee in connection with any disposition hereunder

9 Indemnity Grantor agrees to defend, indemnify and hold harmless Grantee and its officers, employees, and agents against (a) all obligations, demands, claims, and liabilities claimed or asserted by any Person in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Grantee as a result of or in any way arising out of, following or consequential to transactions between Grantee and Grantor under this Agreement (including without limitation, reasonable attorneys fees and reasonable expenses), except to the extent caused by the negligence or willful misconduct of the Grantee.

10. Release At such time as Grantor shall completely satisfy all of the Obligations, Grantee shall execute and deliver to Grantor all releases and other instruments as may be reasonably necessary or proper to terminate Grantee's security interest in the Collateral, subject to any disposition of the Collateral which may have been made by Grantee pursuant to this Agreement For the purpose of this Agreement, the Obligations shall be deemed to continue if Grantor enters into any bankruptcy or similar proceeding at a time when any amount paid to Grantee could be ordered to be repaid as a preference or pursuant to a similar theory, and shall continue until it is finally determined that no such repayment can be ordered

11 No Waiver No course of dealing between Grantor and Grantee, nor any failure to exercise nor any delay in exercising, on the part of Grantee, any right, power, or privilege under this Agreement or under the Loan Agreement or any other agreement, shall operate as a waiver No single or partial exercise of any right, power, or privilege under this Agreement or under the Loan Agreement or any other agreement by Grantee shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege by Grantee

12. Rights Are Cumulative All of Grantee's rights and remedies with respect to the Collateral whether established by this Agreement, the Loan Agreement, any other documents or agreements, or by law shall be cumulative and may be exercised concurrently or in any order

13 Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and disbursements

14 Amendments This Agreement may be amended only by a written instrument signed by both parties hereto. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Grantee greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Grantee under the Loan Agreement This Agreement, the Loan Agreement, and the documents relating thereto comprise the entire agreement of the parties with respect to the matters addressed in this Agreement

15. Severability The provisions of this Agreement are severable. If any provision of this Agreement is held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such provision, or part thereof, in such jurisdiction, and shall not in any manner affect such provision or part thereof in any other jurisdiction, or any other provision of this Agreement in any jurisdiction

_____) OF _____)
COUNTY OF Fairfax) ss
_____)

On July 18, 2006, before me, Karen Harper
_____, Notary Public, personally appeared
Kenneth T. Ghe, personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument

Witness my hand and official seal

Karen Harper
Notary Public

(Seal)

Exhibit "A-1" attached to that certain Security Agreement (Intellectual Property)

EXHIBIT "A-1"

REGISTERED COPYRIGHTS

<u>REG NO.</u>	<u>REG DATE</u>	<u>COPYRIGHT</u>
None	N/A	N/A

Exhibit "A-2" attached to that certain Security Agreement (Intellectual Property)

EXHIBIT "A-2"

DESCRIPTION OF LICENSE AGREEMENTS

-11-

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Exhibit "B" attached to that certain Security Agreement (Intellectual Property)

EXHIBIT "B"

PATENTS

<u>DOCKET NO</u>	<u>COUNTRY</u>	<u>SERIAL NO</u>	<u>FILING DATE</u>	<u>STATUS</u>
None	N/A	N/A	N/A	N/A

Exhibit "C" attached to that certain Security Agreement (Intellectual Property)

EXHIBIT "C"

TRADEMARKS

<u>MARK</u>	<u>COUNTRY</u>	<u>SERIAL/REGISTRATION NUMBER</u>	<u>STATUS</u>
CARE FUSION	U S.A.	2908615	Registered
CARE FUSION	U S A.	2768161	Registered
CARE FUSION SOLUTIONS AT THE POINT OF CARE & Design	U S A	2901516	Registered
HANDHELD BAR CODE MEDICATION ADMINISTRATION	U S A	78/191052	Abandoned
CARE FUSION WIRELESS PHYSICIAN'S VIEW & Design	U.S.A.	78/186161	Abandoned
CARE FUSION WIRELESS CLINICIAN'S VIEW & Design	U S A	78/186192	Abandoned
CARE FUSION WIRELESS MEDICATION ADMINISTRATION & Design	U S.A	78/186183	Abandoned
CARE FUSION WIRELESS CARE ASSISTANT & Design	U S A	78/186145	Abandoned
CARE FUSION WIRELESS CLINICIAN'S VIEW & Design	U S A	78/180855	Incorrect serial number (see Serial No 78/186192)