

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wesley Medical Center, LLC		06/10/2002	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	LifeWatch Holding Corporation		
Street Address:	1351A Abbott Court		
City:	Buffalo Grove		
State/Country:	ILLINOIS		
Postal Code:	60089		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1361045	LIFE WATCH	
Registration Number:	1675371	LIFE WATCH	
Registration Number:	2172232	LIFEWATCH	
CORRESPONDENCE DATA			
Fax Number:	(212)969-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Adam D. Siegartel		
Address Line 1:	1585 Broadway		
Address Line 2:	Proskauer Rose Trademark File Room		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	43942-018		
NAME OF SUBMITTER:	Adam D. Siegartel		

CH \$90.00 1361045

Signature:	/Adam D. Siegartel/
Date:	08/31/2006
Total Attachments: 5 source=LIFEWATCHassignment#page1.tif source=LIFEWATCHassignment#page2.tif source=LIFEWATCHassignment#page3.tif source=LIFEWATCHassignment#page4.tif source=LIFEWATCHassignment#page5.tif	

AGREEMENT, ASSIGNMENT OF RIGHTS, and MUTUAL RELEASE

This Agreement is between Wesley Medical Center, LLC (d/b/a Wesley Medical Center), a Delaware limited liability company having a business address at 550 North Hillside, Wichita, Kansas 67214-4976 ("Wesley"), and LifeWatch Holding Corporation, a corporation organized and existing under the laws of Delaware and having its principal place of business at 1351A Abbott Court, Buffalo Grove, Illinois 60089 ("LifeWatch").

WHEREAS, Wesley (or a predecessor of Wesley) is currently listed in the records of the U.S. Trademark Office as the owner of U.S. Registration No. 1,361,045 for the mark LIFE WATCH & Design for use in connection with "providing rapid transport by ambulance or helicopter to critically ill persons"; U.S. Registration No. 1,675,371 for the mark LIFE WATCH for use in connection with "providing rapid transport such as by ambulance, helicopter, or fixed wing service to critically ill persons"; and U.S. Registration No. 2,172,232 for the mark LIFEWATCH for use in connection with "cardiac patient care services." (The marks of the registrations shall be referred to herein collectively as the "Wesley Marks." The registrations shall be referred to collectively as the "Wesley Registrations.").

WHEREAS, LifeWatch is in the business of providing cardiac and other patient care goods and services and, in connection with its business, has continuously used the mark and name LIFEWATCH since at least 1993, including as a former subsidiary of Ralin Medical Inc. (now known as CorSolutions Medical, Inc.) under an agreement and a license agreement, both dated February 1, 1998, between Wesley and Ralin Medical, Inc. (hereinafter "the Wesley/Ralin Agreements"), true and correct copies of which are attached hereto as Exhibit A.

WHEREAS, LifeWatch desires to obtain certain rights of Wesley in the Wesley Marks, and desires to register the mark LIFEWATCH in its own name in connection with providing cardiac patient care services and other services.

NOW, THEREFORE, in recognition of and reliance upon the foregoing recitals, and in consideration of the mutual covenants and promises set forth herein, and for other good

and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Wesley hereby assigns to LifeWatch (a) the totality of whatever rights it may have in U.S. Registration No. 1,361,045 (LIFE WATCH & Design), U.S. Registration No. 1,675,371 (LIFE WATCH), and U.S. Registration No. 2,172,232 (LIFEWATCH); (b) all of Wesley's right, title, and interest in and to the Wesley Marks, together with the goodwill of the business symbolized by the Wesley Marks, and including all rights in the Wesley Marks arising under common law, excepting Wesley's common law rights in and the goodwill of the business symbolized by the Wesley Marks in connection with the limited services of providing medical transport to critically ill persons by ambulance, airplane or helicopter in the State of Kansas (the "Reserved Services"); and (c) all claims, demands, causes of action, and remedies, both at law and in equity, that Wesley may have, or may hereinafter acquire, relating to the rights assigned herein, on account of any infringement of any of the Wesley Marks prior to the date of this Agreement.

2. Wesley does not warrant that any of the Wesley Registrations are enforceable, in good standing, or otherwise, and Lifewatch expressly acknowledges that no such warranty has been or is being made by Wesley in connection with the assignment of rights herein.

3. LifeWatch agrees that Wesley may continue to exercise its common law rights in and may use the Wesley Marks in connection with the Reserved Services, with the understanding that Wesley will not use any of the Wesley Marks in connection with cardiac or other patient care goods and services.

4. Wesley agrees to take no action with regard to maintenance or renewal of the Wesley Registrations.

5. Wesley agrees not to contest or otherwise oppose any petition for cancellation that is or may be filed in the U.S. Trademark Office by LifeWatch, or any successor of LifeWatch, seeking to cancel any or all of the Wesley Registrations.

6. Wesley agrees not to contest or otherwise oppose any application(s) filed in the U.S. Trademark Office by LifeWatch, or any successor of LifeWatch, seeking to register any or all of the Wesley Marks.

7. Wesley agrees to provide written consent, as necessary, to any and all applications for LIFEWATCH filed by LifeWatch in the U.S. Trademark Office for cardiac or other patient care goods and services.

8. LifeWatch agrees to pay Wesley a non-refundable, lump-sum of \$3750.00 (three thousand seven hundred fifty dollars) within fifteen (15) days of the Effective Date of this Agreement.

9. LifeWatch agrees to indemnify, hold harmless and defend Wesley, at LifeWatch's expense, against any claim, action or suit that CorSolutions Medical, Inc. (formerly known as Ralin Medical, Inc.) or any successor thereto may raise, assert, or file against Wesley regarding any rights to use of the Wesley Marks arising from the Wesley/Ralin agreements. Wesley hereby warrants and represents that neither CorSolutions Medical, Inc. nor Ralin Medical, Inc. has threatened or filed any claim against Wesley relating in any way to any of the Wesley Marks, and that Wesley has no knowledge of any intention on the part of either to do so.

10. Wesley warrants that the license agreement attached hereto as part of Exhibit A is the sole license or other right granted by Wesley relating to the Wesley Marks and that no other third party has been licensed or granted any common law or other rights in or to any of the Wesley Marks or any of the Wesley Registrations.

11. The parties acknowledge and agree that the scope of the use of their respective trademarks, as set forth in this Agreement, does not constitute a present likelihood of confusion, and the parties further agree that no confusion is likely to occur in the future as a result of the parties' respective trademark uses pursuant to this Agreement.

12. The parties agree to execute any further agreements, consents, or other documents which may be necessary to carry out the provisions of this Agreement.

13. Each party to this Settlement Agreement hereby represents and warrants that it has the right and capacity to enter into this Agreement.

14. Each party shall bear their own attorneys' fees and costs in connection with this Agreement.

15. The parties hereto acknowledge that they have consulted counsel concerning the provisions of this Agreement before signing it.

16. Wesley, for itself and its successors and assigns, and for all other entities and persons related to or affiliated with Wesley, hereby fully and forever releases and discharges LifeWatch and all other entities and persons related to or affiliated with LifeWatch, together with their successors and assigns, and generally including all shareholders, officers, employees, directors, partners, attorneys, and agents of all those entities, from any and all claims, actions, causes of action, attorneys' fees, costs, interest, or any other claim, charge, obligation, liability or any other issue between the parties, regardless whether past, present or future, or whether known or unknown, in any way arising out of or relating to the use of, application for registration of, registration of, maintenance of registrations for, or past licensing between the parties of, the Wesley Marks and/or the Wesley Registrations.

17. LifeWatch, for itself and its successors and assigns, and for all other entities and persons related to or affiliated with LifeWatch, hereby fully and forever releases and discharges Wesley and all other entities and persons related to or affiliated with Wesley, together with their successors and assigns, and generally including all shareholders, officers, employees, directors, partners, attorneys, and agents of all those entities, from any and all claims, actions, causes of action, attorneys' fees, costs, interest, or any other claim, charge, obligation, liability or any other issue between the parties, regardless whether past, present or future, or whether known or unknown, in any way arising out of or relating to the use of, application for registration of, registration of, maintenance of registrations for, or past licensing between the parties of, the Wesley Marks and/or the Wesley Registrations.


18. This Agreement and Assignment of Rights shall inure to the benefit of, and be binding upon, the parties and their parent entities, successors and assigns.

19. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, understandings and agreements, whether written or oral, between the parties relating to the subject matter hereof, and may only be altered or amended by written agreement between the parties.

20. The "Effective Date" of this Agreement shall be the date on which it has been executed by both parties.


21. One or more counterparts of this Agreement may be executed and each such copy or counterpart shall constitute a duplicate original hereof.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement on the dates indicated.



David S. Nevill
President and CEO
WESLEY MEDICAL CENTER, LLC
d/b/a WESLEY MEDICAL CENTER

Date: 05/31/02



Gregg Raybuck
President
LIFEWATCH HOLDING
CORPORATION

Date: 6/10/02