

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
Del Mar Reynolds Medical, Inc.		08/31/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Bank of the West
Street Address:	300 South Grand Avenue, Suite 700
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	0726041	ELECTROCARDIOCORDER
Registration Number:	0730495	ARRHYTHMIAGRAPH
Serial Number:	78944403	ELECTROCARDIOSCANNER
Registration Number:	0814584	ELECTROCARDIOCHARTER
Registration Number:	0995921	EXER STRESS
Registration Number:	1181976	PACERCORDER
Registration Number:	1191101	TRENDSETTER
Registration Number:	1224053	HEARTSCREEN
Registration Number:	1224056	HEARTPRINT
Registration Number:	1230926	TELEPRESSURE
Serial Number:	78949630	CARDIOEXPRESS
Registration Number:	1449089	PACER ANALYZER
Registration Number:	1459119	CARDIOMATE
Registration Number:	1487494	INNOVATOR

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Registration Number:	1498497	CARDIOSCOPE
Registration Number:	1498582	CARDIOCHART
Registration Number:	1507964	CARDIODISPLAY
Registration Number:	1509151	SSR
Registration Number:	1513491	PRESSUROMETER
Registration Number:	1514492	CARDIORDER
Registration Number:	1524345	HOLTEREXPRESS
Registration Number:	1578830	PROTRAC
Registration Number:	1624654	MPA
Registration Number:	1625835	SCG
Registration Number:	1626898	CEWS
Registration Number:	1662233	SPECTROCARDIOGRAPHY
Registration Number:	1899658	SPECTRAL TURBULENCE
Registration Number:	1938344	DIGICORDER
Registration Number:	1984212	INNOVATOR
Registration Number:	1961903	TELEMEDICOM
Registration Number:	1985071	PRESSURESCAN
Registration Number:	2049176	STRATASCAN
Registration Number:	2254171	FLASHCORDER
Registration Number:	2317212	OMNICORDER
Registration Number:	2457779	DEL MAR MEDICAL SYSTEMS
Registration Number:	2504967	DEL MAR MEDICAL
Registration Number:	2511776	DELMAR MEDICAL
Registration Number:	2560442	ARIA
Registration Number:	2565605	IMPRESARIO
Serial Number:	78001702	PERSONAL HEART MANAGEMENT
Serial Number:	78088043	HEART BEETLE
Registration Number:	2809331	PACERCORDER
Serial Number:	78099303	STRATANET
Serial Number:	78272915	DEL MAR REYNOLDS
Registration Number:	2993160	DEL MAR REYNOLDS MEDICAL
Registration Number:	2841420	
Registration Number:	2841421	

CORRESPONDENCE DATA

TRADEMARK
REEL: 003414 FRAME: 0828

Fax Number: (415)268-7522
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: dpung@mofo.com
Correspondent Name: Lynn M. Humphreys
Address Line 1: Morrison & Foerster, 425 Market Street
Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	07427-839
NAME OF SUBMITTER:	Lynn M. Humphreys
Signature:	/Lynn M. Humphreys/
Date:	10/24/2006

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and dated as of the 31st day of August, 2006 by and between DEL MAR REYNOLDS MEDICAL, INC., a California corporation, having an address of 13 Whatney, Irvine, California (the "Grantor"), and BANK OF THE WEST, having an address of 300 South Grand Avenue, Suite 700, Los Angeles, California 90071, as Agent, the Lenders and the L/C Issuing Bank (in such capacity, "Agent").

RECITALS

A. Agent and the Lenders are parties to a Credit Agreement, dated as of July 18, 2006, with SPACELABS HEALTHCARE, INC. (the "Company"), pursuant to which credit and certain other financial accommodations have been extended to the Company (as amended, extended and replaced from time to time, the "Credit Agreement") and with all capitalized terms not otherwise defined herein used with the meaning given such terms in the Credit Agreement).

B. The Grantor has agreed to guarantee the Obligations of the Company under the Credit Agreement pursuant to that certain Guaranty dated as of August 31, 2006 executed by the Grantor in favor of the Agent (as amended, extended, and replaced from time to time, the "Guaranty").

C. In connection with the Guaranty the Grantor agreed, among other things, to execute and deliver in favor of Lender, (i) a Joinder to the Guarantor Security Agreement dated as of June 18, 2006 (as amended, modified or waived, the "Security Agreement") in favor of Agent, and (ii) certain supplemental documents, including, without limitation, this Agreement.

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Grant of Security Interest. As collateral security for the Obligations (as defined in the Security Agreement), Grantor hereby grants and conveys to Agent a security interest in all of Grantor's right, title and interest in the following (the "Trademark Collateral"):

(a) All now existing or hereafter created or acquired, all trademarks, applications for trademarks and all agreements in respect of trademarks owned by third parties, including, without limitation, the trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to use trademarks;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing;

(f) All now existing and hereafter arising specifications as to and quality control manuals used in connection with the operations utilizing any of the foregoing;

(h) All now existing and hereafter arising goodwill associated with any of the foregoing;

(i) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Agent for past, present and future infringements of any of the foregoing; and

(j) All products and proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Guaranty, the Security Agreement and any other document related thereto to which Grantor is a party, Grantor hereby:

(a) represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by Grantor which are registered with the United States Patent and Trademark Office; and

(b) agrees promptly to notify Agent in writing of any additional trademarks of which Grantor becomes the owner, and to deliver to Agent an amended Schedule I reflecting such additional trademarks. Agent is hereby authorized to cause such amended Schedule I to be filed and recorded in amendment of this Agreement.

3. No Present Assignment. Neither the Guaranty, this Agreement, the Security Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of Agent, it is the intention of the parties hereto that Grantor continue to own the Trademark Collateral.

4. Relationship to Other Documents. The Trademark Collateral shall constitute Collateral for all purposes of the Credit Agreement, the Security Agreement and the other Loan Documents, and Agent shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as it has with respect to other Collateral. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement, all of which are incorporated herein by this reference. The Grantor acknowledges that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement and the other Loan Documents and all such rights and remedies are cumulative.

5. Miscellaneous.

(a) All covenants and other agreements contained in this Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns.

(b) Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

(c) Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any person, or which such person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such person.

(d) This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

(e) This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of California excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on and as of the day and year first above written.

GRANTOR:

DEL MAR REYNOLDS MEDICAL, INC.

By: 
Gary Greiner, President

AGENT:

BANK OF THE WEST

By: _____
Chuck Weerasooriya, Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on and as of the day and year first above written.

GRANTOR:

DEL MAR REYNOLDS MEDICAL, INC.

By: _____
Gary Greuter, President

AGENT:

BANK OF THE WEST

By:  _____
Chuck Weerasooriya, Senior Vice President

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT

Mark	Country
Electrocardiocorder	US
Arrhythmiagraph	US
Electrocardioscanner	US
Electrocardiocharter	US
Dynamic Electrocardiocharter	US
Exer Stress	US
Pacercorder	US
Trendsetter	US
Heartscreen	US
Heartprint	US
Telepressure	US
Cardioexpress	US
Pacer Analyzer	US
Cardiomate	US
Innovator	US
Cardioscope	US
Cardiochart	US
Cardiodisplay	US
SSR	US
Pressurometer	US
Cardiocorder	US
Holterexpress	US
Protrac	US
MPA (Micro Potential Analysis)	US
SCG	US
CEWS	US
Spectrocardiography	US
Spectral Turbulence	US
Digicorder	US
Innovator	US
Telemedicom	US
Pressurescan	US
Stratascan	US
Flashcorder	US
Omicorder	US
Del Mar Medical Systems	US
Del mar Medical	US
Del Mar Medical logo	US
Aria	US
Impresario	US
Conductor Design	US
Heart Design	US

PENDING	
Personal Heart Mgmt	US
Heart Beetle	US
Pacercorder	US
Stratanet	US
Del Mar Reynolds	US
Del Mar Reynolds Medical	US

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Schedule I

RECORDED: 10/24/2006

TRADEMARK
REEL: 003414 FRAME: 0836