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
Lynx Medical Systems, Inc.		08/08/2007	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Goldman Sachs Specialty Lending Group, L.P., as Collateral Agent
Street Address:	6011 Connection Drive
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	77121505	E/CODE
Serial Number:	77121465	E/POINT
Serial Number:	77015018	LYNX MEDICAL SYSTEMS
Serial Number:	77015031	LYNX MEDICAL SYSTEMS
Serial Number:	77053149	LYNX MEDICAL SYSTEMS
Serial Number:	77052955	LYNX MEDICAL SYSTEMS
Serial Number:	77053117	LYNX
Serial Number:	78594787	CAREBRIDGE
Serial Number:	77139148	C/POINT
Serial Number:	77139127	LYNX
Serial Number:	77139949	E/MAP
Serial Number:	77139974	LYNX
Serial Number:	77139964	LYNX
Serial Number:	77169772	LYNX

OP $465.00 77121505

Serial Number:	78579785	NEXUS SYSTEM
Serial Number:	77165791	LYNX LINES
Serial Number:	77166302	DRIVING VALUE IN EMERGENCY MEDICINE
Serial Number:	77166297	DRIVING VALUE IN EMERGENCY MEDICINE

CORRESPONDENCE DATA

Fax Number: (404)888-4190

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-888-4284

Email: tramstrom@hunton.com

Correspondent Name: Todd Ramstrom

Address Line 1: 600 Peachtree Street, NE Ste. 4100

Address Line 2: Hunton & Williams

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Timothy Johnson, Esq.
Signature:	/Timothy Johnson, Esq./
Date:	08/09/2007

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this **"Agreement"**) is made and entered into as of August 8, 2007, by **LYNX MEDICAL SYSTEMS, INC.**, a Washington corporation (**"Grantor"**), in favor of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.** (**"GSSLG"**), as Collateral Agent ("**Collateral Agent**").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of August 8, 2007, by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and GSSLG as Administrative Agent and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the **"Credit Agreement"**), Lenders have agreed to make the Loans to Borrowers;

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of the Secured Parties, the Pledge and Security Agreement (the **"Security Agreement"**); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. **Defined Terms**. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement.

2. **Grant of Security Interest in Trademark Collateral**. To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and other Credit Documents, Grantor hereby grants to Agent, on behalf of itself and the Secured Parties, a continuing First Priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the **"Trademark Collateral"**): (a) all of its Trademarks and Trademark Licenses to which it is a party including, without limitation, those referred to on Schedule 1 hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any owned Trademark or Trademark licensed under any Trademark License, and (ii) injury to the goodwill associated with any owned Trademark or any Trademark licensed under any Trademark License.

3. **Pledge and Security Agreement**. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the

TRADEMARK
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security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **Counterparts**. This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[Signature Page Follows]

TRADEMARK
REEL: 003598 FRAME: 0180

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

LYNX MEDICAL SYSTEMS, INC.:

By:_____
Name: R. Scott Lentz
Title: Secretary

ACKNOWLEDGMENT OF GRANTOR

STATE OF Massachusetts)
) ss.
COUNTY OF Middlesex)

On this 6th day of August, 2007, before me personally appeared R. Scott Lentz, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Lynx Medical Systems, Inc., and who being duly sworn by me did depose and say that (i) he is an authorized officer of Lynx Medical Systems, Inc., (ii) such instrument was signed on behalf of Lynx Medical Systems, Inc. as duly authorized by Lynx Medical Systems, Inc, and (iii) he or she acknowledged such instrument to be the free act and deed of Lynx Medical Systems, Inc.

_____
Notary Public

[Notarial Seal]

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.

By:_____
Name:
Title:

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

LYNX MEDICAL SYSTEMS, INC.:

By:_____
Name:
Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF Texas)
) ss:
COUNTY OF Dallas)

On this 3rd day of August, 2007, before me personally appeared David Johnston, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Lynx Medical Systems, Inc., and who being duly sworn by me did depose and say that (i) he is an authorized officer of Lynx Medical Systems, Inc., (ii) such instrument was signed on behalf of Lynx Medical Systems, Inc. as duly authorized by Lynx Medical Systems, Inc, and (iii) he or she acknowledged such instrument to be the free act and deed of Lynx Medical Systems, Inc.

Elizabeth Carnal
Notary Public

[Notarial Seal]

ELIZABETH CARNAL
My Commission Expires
September 6, 2009

ACCEPTED AND ACKNOWLEDGED BY:

COLLATERAL AGENT:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.

By: David Johnston
Name: David Johnston
Title: Attorney In Fact

Schedule 1
to
Trademark Security Agreement

LYNX MEDICAL TRADEMARK APPLIATIONS

Country	Trademark	App. No.	App. Date
USA	E/CODE	77121505	March 2, 2007
USA	E/POINT	77121465	March 2, 2007
USA	LYNX MEDICAL SYSTEMS	77015018	October 5, 2006
USA	LYNX MEDICAL SYSTEMS	77015031	October 5, 2006
USA	LYNX MEDICAL SYSTEMS	77053149	November 29, 2006
USA	LYNX MEDICAL SYSTEMS	77052955	November 29, 2006
USA	LYNX	77053117	November 29, 2006
USA	CAREBRIDGE	78594787	March 24, 2005
EU	LYNX MEDICAL SYSTEMS	5810973	April 4, 2007
USA	C/POINT	77139148	March 23, 2007
USA	LYNX	77139127	March 23, 2007
USA	E/MAP	77139949	March 26, 2007
USA	LYNX	77139974	March 26, 2007
USA	LYNX	77139964	March 26, 2007
USA	LYNX	77169772	May 1, 2007
USA	NEXUS SYSTEM	78579785	March 3, 2005
USA	LYNX LINES	77165791	April 25, 2007
USA	DRIVING VALUE IN EMERGENCY MEDICINE	77166302	April 26, 2007
EU	CAREBRIDGE	5811021	April 4, 2007
CND	NEXUS SYSTEM	1270588	August 31, 2005
USA	DRIVING VALUE IN EMERGENCY MEDICINE	77166297	April 26, 2007

RECORDED: 08/09/2007
TRADEMARK
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