

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vidacare Corporation		03/21/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Comerica Bank
<b>Street Address:</b>	75 E. Trimble Road
<b>City:</b>	San Jose
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95131
<b>Entity Type:</b>	a Texas banking association, formerly a Michigan banking corporation: TEXAS

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2921433	VIDACARE
Registration Number:	2984250	EZ-IO
Registration Number:	2984251	EZ-CONNECT
Registration Number:	3028293	THE POWER TO SAVE LIVES
Serial Number:	78582395	PD-IO
Serial Number:	78654890	EZ-MIO
Serial Number:	78758659	RAPID VASCULAR ACCESS...WHEN YOU NEED IT MOST
Serial Number:	77010348	IMMEDIATE VASCULAR ACCESS...WHEN YOU NEED IT MOST

**CORRESPONDENCE DATA**

Fax Number: (734)930-2494  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 734-761-3780  
 Email: asujek@bodmanllp.com  
 Correspondent Name: Angela Alvarez Sujek

**OP \$215.00 2921433**

Address Line 1: 201 S. Division Street, Suite 400  
Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	VIDACARE RE COMERICA
NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	11/14/2007

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 21, 2007 by and between COMERICA BANK ("Bank") and VIDACARE CORPORATION, a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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TRADEMARK  
REEL: 003663 FRAME: 0150

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

722 Isom Road  
San Antonio, TX 78216

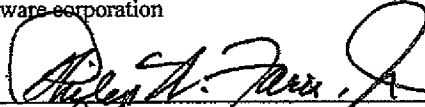
Attn: Eric Eisbrenner

Address of Bank:

Comerica Bank  
m/c 4770  
75 E. Trimble Road  
San Jose, CA 95131  
Attn: Manager  
Fax: (408) 556-5091

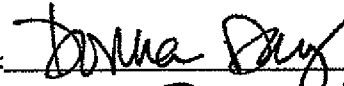
GRANTOR:

**VIDACARE CORPORATION**, a  
Delaware corporation

By:   
Title: President & CEO

BANK:

**COMERICA BANK**

By:   
Title: Vice President

**EXHIBIT A**

**ISSUED U.S. AND FOREIGN PATENTS AND  
U.S. AND FOREIGN PENDING PATENT APPLICATIONS**

ISSUED U.S. PATENTS			
Title	Patent No.	Date Granted	Owner
Intra-osseous needle drill	5,554,154	09/10/1996	Vidacare Corporation
Tissue Penetrating Device and Methods for Using the Same	6,183,442	02/06/2001	Licensed to Vidacare Corporation by The University of Texas System
Tissue Penetrating Device and Methods for Using the Same	6,527,778	03/04/2003	Licensed to Vidacare Corporation by The University of Texas System
Intramedullary Catheter	4,772,261	09/20/1988	Licensed to Vidacare Corporation by The University of Texas System
Method of Using Intramedullary Catheter	5,122,114	06/16/1992	Licensed to Vidacare Corporation by The University of Texas System
Intramedullary Catheter	5,332,398	07/26/1994	Licensed to Vidacare Corporation by The University of Texas System
Combination Drill Bit and Intramedullary Catheter and Method of Using Same	6,228,088	05/08/2001	Licensed to Vidacare Corporation by The University of Texas System
System and Method for Rapid Vascular Drug Delivery	5,176,643	01/05/1993	Licensed to Vidacare Corporation by Resuscitation Solutions, Inc.
System and Method for Rapid Vascular Drug Delivery	5,271,744	12/21/1993	Licensed to Vidacare Corporation by Resuscitation Solutions, Inc.
System and Method for Rapid Vascular Drug Delivery	5,451,210	12/19/1995	Licensed to Vidacare Corporation by Resuscitation Solutions, Inc.

ISSUED/FORIGN PATENTS			
INTR	Patent No.	Date Granted	Owner
Intramedullary Catheter	Canada 1,324,547	11/23/1993	Licensed to Vidacare Corporation by The University of Texas System
Improved Intramedullary Catheter	Japan 3,414,733	04/04/2003	Licensed to Vidacare Corporation by The University of Texas System
Improved Intramedullary Catheter	Canada 2,101,254	05/03/2005	Licensed to Vidacare Corporation by The University of Texas System

PENDING U.S. PATENTS			
Title	App. No.	Filing Date	Owner
Tissue Penetrating Device and Methods for Using the Same	10/266,452	10/08/2002	Licensed to Vidacare Corporation by The University of Texas System
Apparatus and Method to Access Bone Marrow	10/449,476	05/30/2003	Vidacare Corporation
Apparatus and Method for Accessing the Bone Marrow of the Sternum	10/987,051	11/12/2004	Vidacare Corporation
Manual Intraosseous Device/Impact-Driven Intraosseous Needle	11/042,912	01/25/2005	Vidacare Corporation
Apparatus and Method for Accessing the Bone Marrow	11/023,173	12/27/2004	Vidacare Corporation
Apparatus and Method to Inject Fluids Into Bone Marrow and Other Target Sites	11/190,331	07/27/2005	Vidacare Corporation
Apparatus and Methods to Install, Support and/or Monitor Performance of Intraosseous Devices	11/461,885	08/02/2006	Vidacare Corporation
Apparatus and Method to Access Bone Marrow	11/253,959	10/19/2005	Vidacare Corporation
Apparatus and Method to Access Bone Marrow	11/253,467	10/19/2005	Vidacare Corporation
Apparatus and Method to Access the Bone Marrow for Oncology and Stem Cell Applications	11/389,732	03/27/2006	Vidacare Corporation

PENDING U.S. PATENTS			
Title	App. No.	Filing Date	Owner
Apparatus and Method to Access the Bone Marrow for Oncology and Stem Cell Applications	11/389,733	03/27/2006	Vidacare Corporation
Intraosseous Device and Methods for Accessing Bone Marrow in the Sternum and Other Target Areas	11/620,927	01/08/2007	Vidacare Corporation
Apparatus and Methods to Harvest Bone and Bone Marrow	11/427,501	06/29/2006	Vidacare Corporation
Apparatus and Methods For Biopsy and Aspiration of Bone Marrow	60/825,325	09/12/2006	
Impact-Driven Intraosseous Needle	11/064,156	02/23/2005	Vidacare Corporation
Vascular Access Kits and Methods	11/380,340	04/26/2006	Vidacare Corporation
Apparatus and Methods to Communicate Fluids and/or Support Intraosseous Devices	11/619,390	01/03/2007	Vidacare Corporation
Apparatus and Method to Provide Emergency Access to Bone Marrow	10/449,503	05/30/2003	Vidacare Corporation



PENDING FOREIGN PATENTS			
Title	App. No.	Filing Date	Owner
Apparatus and Method to Access Bone Marrow	Australia 2003231939	05/30/2003	Vidacare Corporation
Apparatus and Method to Access Bone Marrow	Australia 2003240970	05/30/2003	Vidacare Corporation
Apparatus and Method to Access Bone Marrow	Canada 2485904	05/30/2003	Vidacare Corporation
Apparatus and Method to Access Bone Marrow	Canada 2485910	05/30/2003	Vidacare Corporation
Manual Interosseous Device	Canada 2551724	01/25/2005	Vidacare Corporation
Manual Interosseous Device	China 200580003261. 8	01/25/2005	Vidacare Corporation
Apparatus and Method to Access Bone Marrow	EP 03756317.8	05/30/2003	Vidacare Corporation
Apparatus and Method to Access the Bone Marrow	EP 03731475.4	05/30/2003	Vidacare Corporation
Manual Interosseous Device	EP 05712091.7	01/25/2005	Vidacare Corporation
Apparatus and Method to Access Bone Marrow	Israel 165222	11/15/2004	Vidacare Corporation
Apparatus and Method to Access the Bone Marrow	Israel 165224	05/30/2003	Vidacare Corporation
Apparatus and Method to Access Bone Marrow	Japan 2004-508669	05/30/2003	Vidacare Corporation
Apparatus and Method to Access the Bone Marrow	Japan 2004-508670	05/30/2003	Vidacare Corporation

PENDING FOREIGN PATENTS			
Title	App. No.	Filing Date	Owner
Apparatus and Method to Inject Fluids Into Bone Marrow and Other Target Sites	PCT/US2006/025201	06/27/2006	Vidacare Corporation
Apparatus and Method to Access the Bone Marrow of the Sternum	Taiwan 93134480	11/11/2004	Vidacare Corporation
Manual Interosseous Device	Taiwan 94102179	01/25/2005	Vidacare Corporation

**EXHIBIT B**

**U.S. AND FOREIGN PENDING AND REGISTERED  
TRADEMARKS AND SERVICE MARKS**

U.S. TRADEMARKS/SERVICE MARKS		
Mark	Serial/Reg. No.	Current Status
VIDACARE	2921433	Registered
EZ-IO	2984250	Registered
EZ-CONNECT	2984251	Registered
THE POWER TO SAVE LIVES	3028293	Registered
PD-IO	78/582395	Pending
EZ-MIO	78/654890	Pending
RAPID VASCULAR ACCESS...WHEN YOU NEED IT MOST	78/758659	Pending
IMMEDIATE VASCULAR ACCESS...WHEN YOU NEED IT MOST	77/010348	Pending

FOREIGN TRADEMARKS			
Mark	Country	Serial/Reg. No.	Current Status
EZ-IO	Canada	669464	Registered
EZ-IO	European Community	3819083	Registered
EZ-IO	China	Not yet assigned	Pending
PD-IO	Canada	672779	Registered

**EXHIBIT C**

COPYRIGHTS			
Title	Reg. No.	Reg. Date	Owner
The power to save lives	PA1282904	4/19/05	Vidacare Corporation
The power to save lives EZ-IO instructors manual	TX6225058	4/19/05	Vidacare Corporation
<p>The Company has provided notice of copyright on its website content, product labeling and insert materials and all training and education materials. The Company intends to register its copyrights for its training manual and training videos in the near future.</p> <p>The Company is a party to the UTHSCSA License Agreements and the UT Board of Regents' License Agreements pursuant to which the Company licenses certain Intellectual Property from UTHSCSA and UT Board of Regents, respectively.</p>			