

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
Alsius Medical Corporation		05/04/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Zoll Circulation, Inc.
Street Address:	650 Almanor Avenue
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94085
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3528160	THERMOGARD XP
Registration Number:	3540851	QUATTRO
Registration Number:	2511210	ALSIUS
Registration Number:	2504986	ALSIUS
Registration Number:	2905430	A NEW DEGREE OF CARE
Registration Number:	2858190	COOL LINE
Registration Number:	2486053	COOLGARD
Registration Number:	2595868	COOL GARD 3000
Registration Number:	2879872	FORTIUS
Registration Number:	2835282	ICY

CORRESPONDENCE DATA

Fax Number: (703)299-0036
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 7032990037

900140363

**TRADEMARK
 REEL: 004038 FRAME: 0754**

CH \$265.00 3528160

Email: adrienne@wrb-ip.com, florie@wrb-ip.com
Correspondent Name: WRB-IP LLP
Address Line 1: 1217 King Street
Address Line 4: Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:	000417-000
NAME OF SUBMITTER:	Adrienne L. White
Signature:	/adrienne white/
Date:	08/06/2009

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 4th day of May, 2009, by and among Alsius Corporation, a Delaware corporation ("Alsius"), Alsius Medical Corporation, a California corporation and wholly-owned subsidiary of Alsius (collectively with Alsius, "Seller"), and ZOLL Circulation, Inc., a Delaware corporation ("Buyer").

WHEREAS, Seller hold all rights, titles and interests in and to the trademarks, service marks and trade names identified in the attached Schedule A (the "Marks"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of February 19, 2009 by and among Seller and Buyer (the "Asset Purchase Agreement"), Buyer is desirous of acquiring the Marks from Seller, together with the goodwill of the business symbolized thereby.

NOW, THEREFORE, in consideration of the premises set forth above and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Seller does hereby sell, assign, convey and transfer unto said Buyer, its successors, assigns, and legal representatives, Seller's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by said Buyer, its successors, assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Buyer's sole use and enjoyment.

Seller further authorizes the Director of the United States Patent & Trademark Office, and any official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Buyer, its successors, legal representatives and assigns in accordance with the terms of this instrument.

This Assignment may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed as a sealed instrument by its duly authorized officer as of the date first written above.

"SELLER"

ALSIUS CORPORATION

By: 
Name: William Worthen
Title: President and CEO

ALSIUS MEDICAL CORPORATION

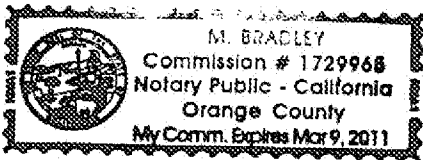
By: 
Name: William Worthen
Title: President and CEO

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 11th day of May, 2009, by William John Worthen, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)

Signature 



Signature Page to Trademark Assignment

TRADEMARK
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"BUYER"

ZOLL CIRCULATION, INC.

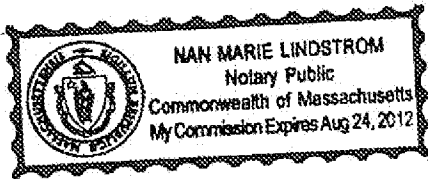
By: *James Palazzo*
Name: *James Palazzo*
Title: *General Manager*

State of ~~California~~ *Massachusetts*
County of *Middlesex*

Subscribed and sworn to (or affirmed) before me on this *9th* day of *May*, 200*9*, by
James Palazzo, proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.

(Seal)

Signature *Nan Marie Lindstrom*



Signature Page to Trademark Assignment

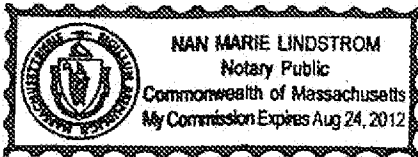
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MASSACHUSETTS SIGNATURE WITNESSING

Gov. Exec. Ord. #455 (03-13), §5(f)

Commonwealth of Massachusetts }
 County of Middlesex } ss.
 On this the 4th day of May, 2009, before me,
Nan Marie Lindstrom, the undersigned Notary Public,
Name of Notary Public
 personally appeared James Palazzolo,
Name(s) of Signer(s)
 proved to me through satisfactory evidence of identity, which was/were
personally known to me
Description of Evidence of Identity

to be the person(s) whose name(s) was/were signed on the preceding or attached document in my presence.



Nan Marie Lindstrom
Signature of Notary Public
Nan Marie Lindstrom
Printed Name of Notary
 My Commission Expires August 24, 2012

Place Notary Seal and/or Any Stamp Above

OPTIONAL

Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Signature Page to Settlement Agreement

Document Date: _____ Number of Pages: 1

Signer(s) Other Than Named Above: _____

Right Thumbprint of Signer
Top of thumb here

SCHEDULE A

Marks

Mark	Application Date	Serial No.	Issue Date	Registration No.
SOLEX	10/03/05	76/647,915	N/A	N/A
THERMOGARD XP	01/23/07	77/088,799	11/04/08	3,528,160
QUATTRO	01/23/07	77/088,815	12/02/08	3,540,851
ALSIUS TEMPERATURE IS VITAL	01/07/08	2008-96	N/A	N/A
TEMPERATURE IS VITAL	11/07/07	77/323,214	N/A	N/A
TEMPERATURE IS VITAL (China)	01/07/08	N/A	N/A	N/A
ALSIUS	03/01/00	75/931,915	11/20/01	2,511,210
ALSIUS	10/12/98	75/569,597	11/06/01	2,504,986
ALSIUS	01/27/00		02/20/01	001477926
ALSIUS	03/03/00		05/17/01	001538974
ALSIUS (word)	08/14/01		02/07/03	002339448
ALSIUS (logo) + NEW DEGREE OF CARE	03/06/01		04/17/02	002117109
A NEW DEGREE OF CARE	10/20/00	76/151,035	11/30/04	2,905,430
A NEW DEGREE OF CARE	09/01/00		03/12/04	001835982
COOL LINE	12/09/98	75/604,187	06/29/04	2,858,190
COOL LINE	12/09/98	H11-040266	06/15/01	4481738
COOL LINE	04/01/99		07/12/00	001126051
COOL BRAIN	08/14/01		12/04/02	002340552
COOL BALLOON	01/27/00		02/20/01	001477934
CL2	01/27/00		03/15/01	001477991
COOLGARD	10/25/99	75/831,412	09/04/01	2,486,053
COOLGARD	04/01/99			001126416
COOL GARD 3000	02/23/01	76/215,018	07/16/02	2,595,868
COOL GARD 3000	03/07/01	002133932	11/13/02	002133932
FORTIUS	03/07/01	002134856	04/01/05	002134856
FORTIUS	02 23 01	76/215,772	08/31/04	2,879,872
ICY	11/19/02	76/471,122	04/20/04	2,835,282
ICY	01/27/00	001477892	02/20/01	001477892
MICROTHERM	09/01/00	1836030	07/30/02	1836030
SQUID	04/01/99	001126069	04/17/00	001126069
HELIX (suspended)	06/11/01	76269831	N/A	N/A