

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
North American Rescue, Incorporated		10/09/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	North American Rescue, LLC
<b>Street Address:</b>	35 Tedwall Court
<b>City:</b>	Greer
<b>State/Country:</b>	SOUTH CAROLINA
<b>Postal Code:</b>	29650
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 35**

Property Type	Number	Word Mark
Registration Number:	3610246	· RESCUE HUMAN FACTORS · ENGINEERED
Registration Number:	2931644	3X COMPOSITE SERIES
Registration Number:	2880370	3XSERIES COMPOSITE
Registration Number:	3570756	ARS
Registration Number:	3034465	BLACK TALON
Registration Number:	3175517	BOA
Registration Number:	3161113	COMBAT CASUALTY RESPONSE KIT
Registration Number:	3291479	CRICKIT
Registration Number:	3570755	CYCLONE
Registration Number:	3350314	
Registration Number:	3402723	DRAGON
Registration Number:	3410065	EXTRACTOLOGY
Registration Number:	3669009	HPMK
Registration Number:	3346168	HYFIN

CH \$890.00 3610246

Registration Number:	3539871	INFUSING ADRENALINE INTO EMS
Registration Number:	3354324	I-PRO
Registration Number:	3367278	LABORATORY TESTED COMBAT PROVEN
Registration Number:	3629645	NORTH AMERICAN RESCUE PRODUCTS
Registration Number:	3237394	PRODUCTS WITH A MISSION
Registration Number:	2878937	PRODUCTS WITH A MISSION
Registration Number:	2878931	RAVEN
Registration Number:	3610191	RESCUE HUMAN FACTORS
Registration Number:	3610190	RHF
Registration Number:	2835400	STINGRAY
Registration Number:	3617661	T2 TAG
Registration Number:	2875593	TALON
Registration Number:	3237393	UNCONVENTIONAL MEDIC
Registration Number:	2872541	UNCONVENTIONAL MEDIC
Registration Number:	3406078	VOODOO
Registration Number:	3231337	WALK
Serial Number:	77435370	NORTH AMERICAN RESCUE
Serial Number:	77810999	RED-TIP TECHNOLOGY
Serial Number:	77431569	S.T.O.R.M.
Serial Number:	77809202	S.T.O.R.M.
Serial Number:	77658956	HYPOTHERMIA PREVENTION AND MANAGEMENT KIT

**CORRESPONDENCE DATA**

Fax Number: (212)446-6460  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2124464800  
Email: hsmith@kirkland.com  
Correspondent Name: Hayley Smith, Senior Legal Assistant  
Address Line 1: Kirkland & Ellis LLP  
Address Line 2: 601 Lexington Avenue  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35406-78 (HS/NY)
NAME OF SUBMITTER:	Hayley Smith
Signature:	//Hayley Smith//
Date:	10/15/2009

**Total Attachments: 7**

source=NAR Patent and Trademark Assignment#page1.tif

source=NAR Patent and Trademark Assignment#page2.tif

source=NAR Patent and Trademark Assignment#page3.tif

source=NAR Patent and Trademark Assignment#page4.tif

source=NAR Patent and Trademark Assignment#page5.tif

source=NAR Patent and Trademark Assignment#page6.tif

source=NAR Patent and Trademark Assignment#page7.tif

**PATENT AND TRADEMARK ASSIGNMENT**

This PATENT AND TRADEMARK ASSIGNMENT ("Assignment") is entered into as of the 9th day of October, 2009, by North American Rescue, Incorporated, a Delaware corporation ("Assignor") in favor of North American Rescue, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the patents and patent applications identified and set forth on Schedule A attached hereto (collectively, the "Patents"), and the trademark registrations and applications identified and set forth on Schedule B attached hereto, and all goodwill associated therewith (collectively, the "Marks");

WHEREAS, Assignee is the successor to the business of Assignor to which the Marks pertain and such business is ongoing; and

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement dated as of the date hereof (the "Contribution Agreement") pursuant to which Assignor has contributed, sold, conveyed, assigned, transferred and delivered to Assignee, and Assignee has accepted and acquired from Assignor certain assets owned by Assignor, including, without limitation, all right, title and interest in and to the Patents and Marks.

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

1. Assignor hereby irrevocably contributes, sells, conveys, assigns, transfers, and delivers to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Patents for the United States and for all foreign countries, including, without limitation, the inventions and improvements described and claimed therein, all reissuances, revisions, divisionals, continuations, extensions, continuations-in-part and counterparts thereof and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
2. Assignor hereby irrevocably contributes, sells, conveys, assigns, transfers, and delivers to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's

own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.

3. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Patents and Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.
5. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. This Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Patents and Marks.

\* \* \* \* \*

**[END OF PAGE]**

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

NORTH AMERICAN RESCUE, INCORPORATED

By: Robert Castellani  
Name: Robert Castellani  
Title: CEO / President

Acknowledgement:

NORTH AMERICAN RESCUE, LLC

By: Robert Castellani  
Name: Robert Castellani  
Title: Vice Chairman

## Schedule A

Patents

Title	Jurisdiction	Patent No. Issue Date	Pub. No./ Pub. Date	Applic. No./ Filing Date
Lightweight Decontaminable Composite Stretcher	U.S.	6,842,923 01/18/2005		10/634,107 08/04/2003
Easily Decontaminated Stretcher	U.S.	5,598,592 02/04/1997		08/558,259 11/13/1995
Chest Wound Seal For Preventing Pneumothorax And Including Means For Relieving A Tension Pneumothorax	U.S.	7,504,549 03/17/2009		11/232,325 9/21/2005
Hypothermia Treatment Sack	U.S.		20080021530 01/24/2008	11/491,338 07/21/2006
Tracheal Retractor Hook	U.S.	D589,145 03/24/2009		29/263,404 07/21/2006
Crush Resistant Needle Packaging Assembly Having Rapid Needle Access	U.S.		20080173556 07/24/2008	12/009,869 01/23/2008
Dual Handle Adjustable Drag Strap	U.S.			12/287,972 10/14/2008
Hands Free Extraction Drag Strap	U.S.		20090095232 04/16/2009	12/287,983 10/15/2008
Rapid Extraction Body Harness	U.S.	7,467,419 12/23/2008	20060225189 10/12/2006	11/391,043 03/28/2006
Rapid Extraction Body Harness With Extendable Drag Straps	U.S.		20090200106 08/13/2009	12/286,370 09/30/2008
Protective Casing For A Hypodermic Needle	U.S.	D584,409 01/06/2009		29/307,056 03/28/2008
Protective Container For A Hypodermic Needle	U.S.	D584,408 01/06/2009		29/301,887 3/20/2008
Protective Casing For A Hypodermic Needle	U.S.	D595,847 07/07/2009		29/310,179 07/30/08
Protective Casing For A Hypodermic Needle	U.S.	D584,410 01/06/2009		29/310,178 7/30/2008
Method And Apparatus For Enabling Intravenous Therapy When Cardiac Output Is Less Than Usually Necessary	U.S.	5,304,202 04/19/1994		08/033,553 03/18/1993


**EXECUTION COPY**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent No. Issue Date</b>	<b>Pub. No./ Pub. Date</b>	<b>Applic. No./ Filing Date</b>
Rolling Tourniquet	U.S.	5,607,448 03/04/1997		08/438,925 05/10/1995
Hemorrhage Control and Wound Care Kit	U.S.			61/243591 09/17/2009
Protective Casing For A Hypodermic Needle	Canada	127820 05/01/2009		127820 09/18/2008
Protective Container For A Hypodermic Needle	Canada	127821 05/01/2009		127821 09/18/2008
A Protective Casing For A Hypodermic Needle	EPO	001002372-001 1/09/2008		001002372-001 1/09/2008
Protective Casing For A Hypodermic Needle	Canada	127822 05/01/2009		127822 09/18/2008
A Protective Casing For A Hypodermic Needle	EPO			001013940-001 10/17/2008
Protective Casing For A Hypodermic Needle	Canada	127823 05/01/2009		127823 09/18/2008
A Protective Casing For A Hypodermic Needle	EPO	001013940-002 09/30/2008		001013940-002 09/30/2008



## Schedule B

Marks

Trademark	Jurisdiction	App./ Reg. No.	App./ Reg. Date
· RESCUE HUMAN FACTORS · ENGINEERED 	U.S.	3610246	21-APR-2009
3X COMPOSITE SERIES	U.S.	2931644	08-MAR-2005
3XSERIES COMPOSITE 	U.S.	2880370	31-AUG-2004
ARS	U.S.	3570756	03-FEB-2009
BLACK TALON	U.S.	3034465	27-DEC-2005
BOA	U.S.	3175517	21-NOV-2006
BOBSLED	U.S.	77481039	22-MAY-2008
COMBAT CASUALTY RESPONSE KIT	U.S.	3161113	17-OCT-2006
CRICKIT	U.S.	3291479	11-SEP-2007
CYCLONE	U.S.	3570755	03-FEB-2009
Design Only 	U.S.	3350314	04-DEC-2007
DRAGON	U.S.	3402723	25-MAR-2008
EXTRACTOLOGY	U.S.	3410065	08-APR-2008
GECKO GRIP	U.S.	77064947	15-DEC-2006
HPMK	U.S.	3669009	18-AUG-2009
HYFIN	U.S.	3346168	27-NOV-2007
HYPOTHERMIA PREVENTION AND MANAGEMENT KIT	U.S.	77658956	29-JAN-2009
INFUSING ADRENALINE INTO EMS	U.S.	3539871	02-DEC-2008
IPOK	U.S.	77749083	01-JUN-2009
I-PRO	U.S.	3354324	11-DEC-2007
LABORATORY TESTED COMBAT PROVEN	U.S.	3367278	08-JAN-2008
NORTH AMERICAN RESCUE	U.S.	77435370	31-MAR-2008
NORTH AMERICAN RESCUE PRODUCTS	U.S.	3629645	02-JUN-2009

EXECUTION COPY

Trademark	Jurisdiction	App/ Reg. No.	App/ Reg. Date
PRODUCTS WITH A MISSION	U.S.	3237394	01-MAY-2007
PRODUCTS WITH A MISSION	U.S.	2878937	31-AUG-2004
RAVEN	U.S.	2878931	31-AUG-2004
RED TIP TECHNOLOGY	U.S.	77810999	24-AUG-2009
RESCUE HUMAN FACTORS	U.S.	3610191	21-APR-2009
RHF	U.S.	3610190	21-APR-2009
S.T.O.R.M	U.S.	77431569	26-MAR-2008
S.T.O.R.M	U.S.	77809202	20-AUG-2009
STINGRAY	U.S.	2835400	20-APR-2004
T2 TAG	U.S.	3617661	05-MAY-2009
TALON	U.S.	2875593	17-AUG-2004
UNCONVENTIONAL MEDIC	U.S.	3237393	01-MAY-2007
UNCONVENTIONAL MEDIC	U.S.	2872541	10-AUG-2004
VOODOO	U.S.	3406078	01-APR-2008
WALK	U.S.	3231337	17-APR-2007
HYFIN	European Community Trademark	6360655	23-SEP-2008
PRODUCTS WITH A MISSION	European Community Trademark	6357388	23-SEP-2008
UNCONVENTIONAL MEDIC	European Community Trademark	6359087	23-SEP-2008