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
North American Rescue, LLC		10/09/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The Governor and Company of the Bank of Ireland
Street Address:	300 First Stamford Place
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06902
Entity Type:	Collateral Agent: CONNECTICUT

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

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Serial Number:	77658956	HYPOTHERMIA PREVENTION AND MANAGEMENT KIT
Registration Number:	3539871	INFUSING ADRENALINE INTO EMS
Registration Number:	3354324	I-PRO
Registration Number:	3367278	LABORATORY TESTED COMBAT PROVEN
Serial Number:	77435370	NORTH AMERICAN RESCUE
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
Serial Number:	77810999	RED-TIP TECHNOLOGY
Registration Number:	3610191	RESCUE HUMAN FACTORS
Registration Number:	3610190	RHF
Serial Number:	77431569	S.T.O.R.M.
Serial Number:	77809202	S.T.O.R.M.
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

CORRESPONDENCE DATA

Fax Number: (202)585-8080

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

Phone: 202-585-8000

Email: dmay@nixonpeabody.com

Correspondent Name: David L. May, Nixon Peabody LLP

Address Line 1: 401 9th Street, N.W.

Address Line 2: Suite 900

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	042877-104
NAME OF SUBMITTER:	David L. May
Signature:	/David L. May/
Date:	10/21/2009

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of October 9, 2009 (as amended, supplemented, replaced or otherwise modified from time to time, the **"Intellectual Property Security Agreement"**), is made by **NORTH AMERICAN RESCUE, LLC**, a Delaware limited liability company (the **"Grantor"**), in favor of **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**, as collateral agent (including its successors and assigns from time to time, the **"Collateral Agent"**).

WHEREAS, capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in that certain Pledge and Security Agreement, dated as of October 9, 2009 (as it may be from time to time amended, restated, modified or supplemented, the **"Security Agreement"**), among North American Rescue, LLC, a Delaware limited liability company, North American Rescue Holdings, LLC, a Delaware limited liability company, the Grantor, and each of the other Grantors party thereto, and The Governor and Company of The Bank of Ireland, as the Collateral Agent.

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Collateral Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the **"Intellectual Property Collateral"**), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) All United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, and other source or business identifiers, all registrations and applications to register any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the **"Trademarks"**);

(b) All United States and foreign patents and certificates of invention, or corresponding industrial property rights under applicable law, and applications for any of the

foregoing, including, but not limited to: (i) each patent and patent application referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, and reexaminations thereof, (iii) all inventions and improvements described therein, (iv) all rights to sue for past, present and future infringements thereof, and (v) all Proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the **"Patents"**);

(c) All copyrights arising under the laws of the United States, and foreign countries (including Community designs), including, but not limited to, copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, moral rights, reversionary interests and termination rights, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions and renewals thereof, (iii) all rights to sue, or otherwise recover, for any past, present, and future infringements thereof, and (iv) all Proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit (**"Copyrights"**);

(d) All trade secrets and all other confidential or proprietary information and know-how, whether or not such trade secret has been reduced to a writing or other tangible form, including, without limitation, all documents and things embodying or incorporating the foregoing, including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future misappropriation, and other violation thereof, and (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the **"Trade Secrets"**); and

(e) All licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1 and any and all proceeds of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Intellectual Property Collateral include or the security interest granted hereunder attach to (x) any license or agreement to which the Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor therein or (ii) in a breach, default or termination pursuant to the terms thereof, other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided however that the Intellectual Property Collateral shall include (and such security interest shall attach) immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any

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portion of such license or agreement that does not result in any of the consequences specified in (i) or (ii) above; provided further that the exclusions referred to in clause (x) above shall not include any proceeds of any such license or agreement; or (b) any intent-to-use application trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability or result in the voiding of such intent-to-use trademark application under applicable federal law.

SECTION 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

NORTH AMERICAN RESCUE, LLC,
as a Grantor

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

{Signature page to IP Security Agreement (Borrower)}

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND,
as the Collateral Agent

By: _____
Name: Michael Gebicki
Title: Managing Director

By: _____
Name: [illegible]
Title: [illegible]

[Signature page to IP Security Agreement (Borrower)]

Schedule 1

Trademarks

Grantor	Trademark	Country	App/ Reg No	App/ Reg Date
North American Rescue, LLC	· RESCUE HUMAN FACTORS · ENGINEERED	U.S.	3610246	21-APR-2009
North American Rescue, LLC	3X COMPOSITE SERIES	U.S.	2931644	08-MAR-2005
North American Rescue, LLC	3XSERIES COMPOSITE 3X SERIES COMPOSITE	U.S.	2880370	31-AUG-2004
North American Rescue, LLC	ARS	U.S.	3570756	03-FEB-2009
North American Rescue, LLC	BLACK TALON	U.S.	3034465	27-DEC-2005
North American Rescue, LLC	BOA	U.S.	3175517	21-NOV-2006
North American Rescue, LLC	COMBAT CASUALTY RESPONSE KIT	U.S.	3161113	17-OCT-2006
North American Rescue, LLC	CRICKIT	U.S.	3291479	11-SEP-2007
North American Rescue, LLC	CYCLONE	U.S.	3570755	03-FEB-2009
North American Rescue, LLC	Design Only	U.S.	3350314	04-DEC-2007

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Grantor	Trademark	Country	App/ Reg No	App/ Reg Date
North American Rescue, LLC	DRAGON	U.S.	3402723	25-MAR-2008
North American Rescue, LLC	EXTRACTOLOGY	U.S.	3410065	08-APR-2008
North American Rescue, LLC	HPMK	U.S.	3669009	18-AUG-2009
North American Rescue, LLC	HYFIN	U.S.	3346168	27-NOV-2007
North American Rescue, LLC	HYPOTHERMIA PREVENTION AND MANAGEMENT KIT	U.S.	77658956 (App. No.)	29-JAN-2009 (App. Date)
North American Rescue, LLC	INFUSING ADRENALINE INTO EMS	U.S.	3539871	02-DEC-2008
North American Rescue, LLC	I-PRO	U.S.	3354324	11-DEC-2007
North American Rescue, LLC	LABORATORY TESTED COMBAT PROVEN	U.S.	3367278	08-JAN-2008
North American Rescue, LLC	NORTH AMERICAN RESCUE	U.S.	77435370 (App. No.)	31-MAR-2008 (App. Date)
North American Rescue, LLC	NORTH AMERICAN RESCUE PRODUCTS	U.S.	3629645	02-JUN-2009
North American Rescue, LLC	PRODUCTS WITH A MISSION	U.S.	3237394	01-MAY-2007
North American Rescue, LLC	PRODUCTS WITH A MISSION	U.S.	2878937	31-AUG-2004
North American Rescue, LLC	RAVEN	U.S.	2878931	31-AUG-2004

Grantor	Trademark	Country	App/ Reg No	App/ Reg Date
North American Rescue, LLC	RED TIP TECHNOLOGY	U.S.	77810999 (App. No.)	24-AUG-2009 (App. Date)
North American Rescue, LLC	RESCUE HUMAN FACTORS	U.S.	3610191	21-APR-2009
North American Rescue, LLC	RHF	U.S.	3610190	21-APR-2009
North American Rescue, LLC	S.T.O.R.M	U.S.	77431569 Use in Class 35 only (App. No.)	26-MAR-2008 (App. Date)
North American Rescue, LLC	S.T.O.R.M	U.S.	77809202 (App. No.)	20-AUG-2009 (App. Date)
North American Rescue, LLC	STINGRAY	U.S.	2835400	20-APR-2004
North American Rescue, LLC	T2 TAG	U.S.	3617661	05-MAY-2009
North American Rescue, LLC	TALON	U.S.	2875593	17-AUG-2004
North American Rescue, LLC	UNCONVENTIONAL MEDIC	U.S.	3237393	01-MAY-2007
North American Rescue, LLC	UNCONVENTIONAL MEDIC	U.S.	2872541	10-AUG-2004
North American Rescue, LLC	VOODOO	U.S.	3406078	01-APR-2008
North American Rescue, LLC	WALK	U.S.	3231337	17-APR-2007
North American Rescue, LLC	HYFIN	European Community Trademark	6360655	23-SEP-2008

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