

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
EMSYSTEMS, LLC		11/13/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	KAPI Mezzanine, L.P.		
Street Address:	1800 Avenue of the Stars		
Internal Address:	2nd Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2301047	EMSYSTEM	
Registration Number:	2896824	EMSYSTEM	
Registration Number:	2827139	FRONTLINES OF MEDICINE	
CORRESPONDENCE DATA			
Fax Number:	(617)904-1775		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-413-8005		
Email:	dweinstein@gtclawgroup.com		
Correspondent Name:	Donna Weinstein		
Address Line 1:	400 Blue Hill Drive		
Address Line 2:	GTC Law Group LLP & Affiliates		
Address Line 4:	Westwood, MASSACHUSETTS 02090		
ATTORNEY DOCKET NUMBER:	KAYNE ANDERSON EMS		

CH \$90.00 2301047

900150769

**TRADEMARK
 REEL: 004120 FRAME: 0953**

NAME OF SUBMITTER:	Donna Weinstein
Signature:	/Donna Weinstein/
Date:	12/28/2009
Total Attachments: 4 source=EMSystems Security Agreement#page1.tif source=EMSystems Security Agreement#page2.tif source=EMSystems Security Agreement#page3.tif source=EMSystems Security Agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is made as of the 13th day of November, 2009, by and between EMSYSTEMS, LLC, a Delaware limited liability company (the "Grantor") and KAPI MEZZANINE, L.P., a Delaware limited partnership (the "Secured Party").

WHEREAS Grantor is the owner of the US trademark registrations listed on the attached Schedule A and the goodwill associated therewith (collectively the "Marks");

WHEREAS the Grantor and Secured Party have entered into a certain Securities Purchase and Guaranty Agreement dated as of November 13, 2009 (the "Securities Purchase and Guaranty Agreement"), under the terms of which Grantor has granted to Secured Party a security interest in certain Collateral, as defined in the Securities Purchase and Guaranty Agreement, including without limitation the Marks, to secure the Obligations, as defined in the Securities Purchase and Guaranty Agreement; and

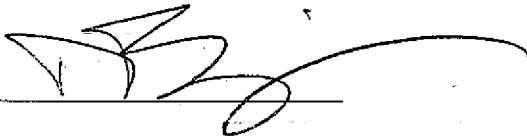
WHEREAS Grantor and Secured party by this instrument seek to confirm and record the grant of a security interest in the Marks to secure the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby acknowledge that it has granted to Secured Party a security interest in all of Grantor's right, title and interest in, to and under the Marks. Grantor also acknowledges and confirms that the rights and remedies of Secured party with respect to its security interest in the Marks are more fully set forth in the Securities Purchase and Guaranty Agreement, the terms and conditions of which are incorporated herein by reference.

EMSYSTEMS, LLC

KAPI MEZZANINE, L.P.

By: _____

By:  _____

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WHEREAS Grantor is the owner of the US trademark registrations listed on the attached Schedule A and the goodwill associated therewith (collectively the "Marks");

WHEREAS the Grantor and Secured Party have entered into a certain Securities Purchase and Guaranty Agreement dated as of November 13, 2009 (the "Securities Purchase and Guaranty Agreement"), under the terms of which Grantor has granted to Secured Party a security interest in certain Collateral, as defined in the Securities Purchase and Guaranty Agreement, including without limitation the Marks, to secure the Obligations, as defined in the Securities Purchase and Guaranty Agreement; and

WHEREAS Grantor and Secured party by this instrument seek to confirm and record the grant of a security interest in the Marks to secure the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby acknowledge that it has granted to Secured Party a security interest in all of Grantor's right, title and interest in, to and under the Marks. Grantor also acknowledges and confirms that the rights and remedies of Secured party with respect to its security interest in the Marks are more fully set forth in the Securities Purchase and Guaranty Agreement, the terms and conditions of which are incorporated herein by reference.

EMSYSTEMS, LLC

KAPI MEZZANINE, L.P.

By:  _____

By: _____

County of McLaurie ss:

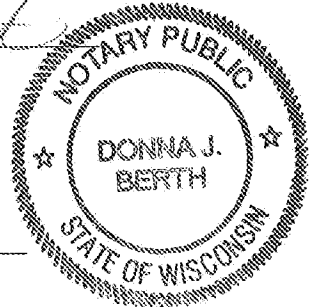
22 December 2009

Then personally appeared the above named Radice as
CEO of EMSystems LLC, and acknowledged the foregoing instrument to be
his free act and deed as CEO of EMSystems LLC, before me,

Donna J. Berth
Notary Public

My commission expires:

12/2/12



SCHEDULE A

EMSYSTEM, U.S. Reg'n No. 2301047, issued December 14, 1999

EMSYSTEM, U.S. Reg'n No. 2896824, issued October 26, 2004

FRONTLINES OF MEDICINE, Reg'n No. 2827139, issued March 30, 2004