

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
ASHI Holding Company		12/31/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION, AS AGENT
Street Address:	800 Nicollet Mall
Internal Address:	Mail Stop BC-MN-H03Q
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77786154	24-7 FIRE
Serial Number:	77628765	HSI
Serial Number:	77628761	HSI HEALTH & SAFETY INSTITUTE
Registration Number:	3710366	PUSH HERE
Registration Number:	3476318	WE MAKE LEARNING TO SAVE LIVES EASY

CORRESPONDENCE DATA

Fax Number: (612)340-8856
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (612) 343-7922
 Email: Nafziger.Jamie@dorsey.com
 Correspondent Name: Jamie Nafziger
 Address Line 1: Dorsey & Whitney LLP
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CH \$140.00 77786154

ATTORNEY DOCKET NUMBER:	M201819
NAME OF SUBMITTER:	Jamie Nafziger
Signature:	/Jamie Nafziger/
Date:	01/05/2010
<p>Total Attachments: 13 source=IP Collateral Assignment - ASHI Holding #page1.tif source=IP Collateral Assignment - ASHI Holding #page2.tif source=IP Collateral Assignment - ASHI Holding #page3.tif source=IP Collateral Assignment - ASHI Holding #page4.tif source=IP Collateral Assignment - ASHI Holding #page5.tif source=IP Collateral Assignment - ASHI Holding #page6.tif source=IP Collateral Assignment - ASHI Holding #page7.tif source=IP Collateral Assignment - ASHI Holding #page8.tif source=IP Collateral Assignment - ASHI Holding #page9.tif source=IP Collateral Assignment - ASHI Holding #page10.tif source=IP Collateral Assignment - ASHI Holding #page11.tif source=IP Collateral Assignment - ASHI Holding #page12.tif source=IP Collateral Assignment - ASHI Holding #page13.tif</p>	

COLLATERAL ASSIGNMENT (TRADEMARKS)

This COLLATERAL ASSIGNMENT (TRADEMARKS) (the "Assignment"), dated as of December 31, 2009, made and given by ASHI HOLDING COMPANY, a corporation organized under the laws of the State of Delaware (the "Assignor"), to U.S. BANK NATIONAL ASSOCIATION, a national banking association, as administrative agent for the lenders (the "Lenders") from time to time party to the Credit Agreement defined below (in such capacity, the "Agent," and the Agent together with its successors and assigns, the "Assignee").

RECITALS

A. Medic First Aid International, Inc., a corporation organized under the laws of the State of Oregon, American Safety and Health Institute, Inc., a corporation organized under the laws of the State of Delaware, the Assignee, and the Lenders have entered into a Credit Agreement dated as of December 31, 2009 (as the same may hereafter be amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Assignee and the Lenders have agreed, among other things, to extend certain credit accommodations to the Assignor under the terms and conditions set forth therein (all terms capitalized and used herein without being defined shall have the meaning given them in the Credit Agreement).

B. To secure all the liabilities and obligations of the Borrowers to the Assignee and the Lenders arising under the Credit Agreement, whether now existing or hereafter arising (the "Liabilities"), the Assignor has pledged and granted to the Assignee a security interest in the property described in a Pledge and Security Agreement of even date herewith (the "Security Agreement") by and among Assignor, the other grantors party thereto, and Assignee, which property includes general intangibles including, without limitation, patents, inventions, trademarks, trade names, copyrights, and trade secrets.

C. The Assignor owns the trademarks set forth in Exhibit A attached hereto, and the trademarks so listed are registered or application has been made for such registration as noted in Exhibit A in the United States Patent and Trademark Office. The applications listed on Exhibit A are pending on intent-to-use basis.

D. It is a condition to the obligation of the Assignee and the Lenders to extend credit accommodations pursuant to the terms of the Credit Agreement that this Assignment be executed and delivered by the Assignor.

E. The Assignor finds it advantageous, desirable, and in its best interests to comply with the requirement that it execute and deliver this Assignment to the Assignee.

NOW, THEREFORE, in consideration of the premises and to induce the Assignee and the Lenders to extend credit accommodations under the Credit Agreement, the parties hereto agree as follows:

1. Subject to the terms and conditions of this Assignment, the Assignor does hereby assign all of its right, title and interest in and to all of the present trademarks and the registrations and applications therefor owned by the Assignor (the “Trademarks”), including but not limited to those set forth on Exhibit A hereto, and including, without limitation, all proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof, together with the goodwill of the business associated with said Trademarks, said Trademarks to be held and enjoyed by the Assignee, for itself and for the benefit of the Lenders, and for their legal representatives, successors and assigns, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made. The foregoing assignment shall be effective only upon the occurrence and during the continuance of an Event of Default under the Credit Agreement and upon written notice by the Assignee to the Assignor of the acceptance by the Assignee of this Assignment, which written notice shall constitute conclusive proof of the matters set forth therein. After the occurrence and during the continuance of an Event of Default under the Credit Agreement, the Assignee shall be entitled to transfer the Trademarks pursuant to an Assignment of Trademarks substantially in the form of Exhibit B. The Assignor hereby irrevocably authorizes the Assignee to date the undated Assignments of Trademarks and otherwise complete such Assignments at the time of transfer and agrees to sign whatever documents are necessary to transfer ownership of Assignor’s domain names from Assignor to the new owner. Notwithstanding the foregoing provisions of this Section 1, the Assignee acquires no security interest or other rights in the United States for any Trademark that is the subject of an intent-to-use application before the U.S. Patent and Trademark Office until such time as a verified amendment to allege use or statement of use is filed for such application or the Assignee arranges for an assignment of such Trademarks from the Assignee to a purchaser that would satisfy the requirements of Section 10 of the Lanham Act, 15 U.S.C. Section 1060. At the time that Assignee seeks to transfer all other Trademarks pursuant to Exhibit B, it may also complete Exhibit C with respect to any U.S. intent-to-use applications and, provided that Exhibit C satisfies the conditions of the preceding sentence, Assignor agrees that it will promptly execute and return the same to Assignee.

2. The Assignor hereby covenants and warrants that:

(a) except for applications pending, common law marks and the intent to use applications, the Trademarks listed on Exhibit A have been duly issued and are subsisting and, as of the date hereof, have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of the Assignor’s knowledge, each of the Trademarks (except for the applications pending) material to the conduct of the Assignor’s business is valid and enforceable;

(c) as of the date hereof, no written claim has been made to the Assignor or, to the knowledge of the Assignor, to any other person, that use of any of the Trademarks does or may violate the rights of any third person and no claim has been made by the Assignor that any other person is infringing upon the rights of the Assignor under the Trademarks;

(d) the Assignor has the unqualified right to enter into this Assignment and perform its terms;

(e) the Assignor will be, until the Liabilities shall have been satisfied in full (other than contingent indemnity obligations) and the Loan Documents shall have been terminated, in material compliance with the statutory notice requirements relating to its use of the Trademarks;

(f) except for Liens permitted by Section 6.14 of the Credit Agreement, to the best of the Assignor's knowledge, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks listed on Exhibit A, free and clear of any liens, charges and encumbrances, including without limitation, licenses and covenants by the Assignor not to sue third persons;

(g) as of the date hereof, the Trademarks listed on Exhibit A are all of the trademark registrations and applications therefore now owned by the Assignor;

(h) the Assignor has marked with an asterisk each U.S. intent-to-use trademark application listed on Exhibit A for which a verified amendment to allege use or statement of use has not been filed; and

(i) the Assignor will, at any time upon the Assignee's reasonable request, communicate to the Assignee, its successors and assigns, any facts relating to the Trademarks or the history thereof as may be known to the Assignor or its officers, employees and agents, and cause such officers, employees and agents to testify as to the same in any infringement or other litigation at the request of the Assignee.

3. The Assignor agrees that, until the rights of the Assignee in the Trademarks are terminated pursuant to Section 6, it will not enter into any agreement that is inconsistent with its obligations under this Assignment.

4. If, before the Liabilities shall have been satisfied in full (other than contingent indemnity obligations), the Assignor shall obtain rights to any new trademark or trade name, or become entitled to the benefit of any trademark application, registration, trademark or trade name or any renewal or extension of any trademark registration, such shall be included in the definition of "Trademarks" as used in this Assignment (except for purposes of Section 2 hereof), Section 1 hereof shall automatically apply thereto, and the Assignor shall submit annual reports to the Assignee each year not later than December 31, commencing December 31, 2010, notifying Assignee of (i) any new trademarks or trade names adopted, acquired, or applied for during the previous year and (ii) any changes to the status of any previously listed Trademarks, including without limitation U.S. trademark applications for which verified amendments to allege use and statements of use have now been filed. If the Assignee does not receive such a report within fifteen days after the deadline, then the Assignee is authorized to obtain updated information on the Trademarks from the appropriate trademark registrars or third party providers at the Assignor's expense (provided that the Assignor shall not be deemed to have defaulted under the terms hereof and no Event of Default shall exist solely for failure to send such report unless the Assignor fails to deliver such report to the Assignee within 30 days after receipt of a

written request from the Assignee for such report). The Assignor authorizes the Assignee to modify this Assignment, without the consent of the Assignor, by amending Exhibit A hereto to include any future trademark or trade name.

5. Except as permitted by the Credit Agreement, the Assignor agrees not to sell, assign or encumber its interest in, or grant any license with respect to, any of the Trademarks, except for the licenses listed on Exhibit D hereto or otherwise with the Assignee's prior written consent.

6. The Assignor agrees that it will authorize, execute and deliver to Assignee all documents reasonably requested by Assignee to facilitate the purposes of this Assignment, including but not limited to documents required to record Assignee's interest in any appropriate office in any domestic or foreign jurisdiction. At the time the annual report is prepared in accordance with Section 4, Assignor agrees to provide Assignee with an updated Exhibit A for filing with the U.S. Patent and Trademark Office. If the Assignee does not receive the updated Exhibit A within fifteen days after the deadline, then Assignee is authorized to prepare and record Exhibit A at the Assignor's expense (provided that the Assignor shall not be deemed to have defaulted under the terms hereof and no Event of Default shall exist solely for failure to send such updated Exhibit A unless the Assignor fails to deliver such Exhibit A to the Assignee within 30 days after receipt of a written request from the Assignee for such Exhibit A). At such time as the Credit Agreement and the other Loan Documents shall have been terminated in accordance with their terms, the Assignee shall on demand of the Assignor execute and deliver to the Assignor all termination statements and other instruments as may be necessary or proper to terminate this Assignment and assign to the Assignor all the Assignee's rights in the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant thereto or pursuant to the Loan Documents. All documents prepared and all actions taken by the Assignee pursuant to this Collateral Assignment shall be at Assignor's expense.

7. The Assignor shall (i) prosecute diligently any pending Trademark application that constitutes a Trademark which the Assignor reasonably deems material to the operation of its business as of the date of this Assignment or thereafter until the Credit Agreement and the Loan Documents shall have been terminated in accordance with their terms, and (ii) preserve and maintain all rights in all Trademarks the Assignor reasonably deems material to the operation of its business. Any expenses incurred in connection with applications that constitute Trademarks shall be borne by the Assignor. The Assignor shall not abandon any material application presently pending (other than any intent to use application) that constitutes a Trademark which the Assignor reasonably deems material to the operation of its business without the written consent of the Assignee.

8. Upon the occurrence and during the continuance of an Event of Default, the Assignee shall have the right but shall in no way be obligated to bring suit in its own name, the name of the Assignor, or the name of the Lenders to enforce or to defend the Trademarks and any license thereunder if the Assignor has failed to bring such suit in circumstances in which it would be commercially reasonable to bring such suit. The Assignor shall at the reasonable request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement or defense (including without limitation participation as a plaintiff or defendant in any proceeding) and, in Assignor has failed to bring

such suit in circumstances in which it would be commercially reasonable to bring such suit, the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section.

9. This Assignment shall also serve to evidence the security interest in the Trademarks granted by the Assignor to the Assignee pursuant to the Security Agreement. Nothing in this Assignment shall be construed to limit such security interest in the Trademarks.

10. No course of dealing between the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. All of the Assignee's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

12. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

13. This Assignment shall inure to the benefit of and be enforceable by the Assignee and its successors, transferees and assigns, and be binding upon the Assignor and its successors and assigns.

14. Upon payment in full of all Liabilities (other than Assignor's unmatured indemnity obligations under any Loan Document) and the expiration of any obligation of the Assignee and the Lenders to extend credit accommodations to the Borrowers, this Assignment shall terminate and all rights to the Trademarks shall revert to the Assignor.

15. THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF) OF (I) ANY STATE AS TO RIGHTS AND INTERESTS HEREUNDER WHICH ARISE UNDER THE LAWS OF SUCH STATE, (II) THE UNITED STATES OF AMERICA AS TO RIGHTS AND INTERESTS HEREUNDER WHICH ARE REGISTERED OR FOR THE REGISTRATION OF WHICH APPLICATION IS PENDING WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, (III) THE STATE OF NEW YORK IN ALL OTHER RESPECTS. Whenever possible, each provision of this Assignment and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment or any other statement, instrument or transaction contemplated hereby or relating hereto. In the event of any conflict within, between or among

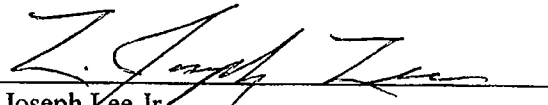
the provisions of this Assignment, any other Loan Document or any other statement, instrument or transaction contemplated hereby or thereby or relating hereto or thereto, those provisions giving the Assignee the greater right shall govern.

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IN WITNESS WHEREOF, the Assignor has executed this instrument as of the date first above written.

ASSIGNOR:

ASHI HOLDING COMPANY

By 
L. Joseph Lee Jr.
Vice President and Secretary

[SIGNATURE PAGE TO COLLATERAL ASSIGNMENT (TRADEMARKS)]



TRADEMARK
REEL: 004124 FRAME: 0856

EXHIBIT A
to
COLLATERAL ASSIGNMENT (TRADEMARKS)

ASHI HOLDING COMPANY

TRADEMARK SCHEDULE

U.S. Applications and Registrations

Registration/Serial No.	Issue Date	Trademark
77/786,154*	Pending – Intent to Use Filed 7/21/2009	24-7 FIRE
77/628,765*	Pending – Intent to Use Filed 12/08/2008	HIS & Design 
77/628,761*	Pending – Intent to Use Filed 12/08/2008	HIS HEALTH & SAFETY INSTITUTE & Design 
3,710,366	11/10/2009	PUSH HERE
3,476,318	07/29/2008	WE MAKE LEARNING TO SAVE LIVES EASY

Common Law Mark

HSI

EXHIBIT B
to
COLLATERAL ASSIGNMENT (TRADEMARKS)

ASSIGNMENT OF TRADEMARKS

(Registered Trademarks)

This Assignment having an effective date of _____, _____ is made by and between ASHI HOLDING COMPANY, a corporation organized under the laws of the State of Delaware ("Assignor") and U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Assignee").

WHEREAS, Assignor has adopted and owns certain trademarks which are registered in the U.S. Patent and Trademark Office or which are the subject of pending use-based applications in the U.S. Patent and Trademark Office (hereinafter the "Marks") and,

WHEREAS, Assignee is desirous of acquiring the Marks and registration therefor.

NOW THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, and its successors and assigns, all of its right, title and interest in and to the Marks, and the registrations and applications therefor, together with that part of the good will of the business connected with the use of and symbolized by the Marks, and including Assignor's entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks. Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith. Assignor hereby irrevocably authorizes Assignee to date this undated Assignment and otherwise complete this Assignment at the time of transfer.

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IN WITNESS WHEREOF, the parties have executed this assignment as of the dates identified below.

ASHI HOLDING COMPANY
(Assignor)

Date: _____

By _____
Title _____

U.S. BANK NATIONAL ASSOCIATION
(Assignee)

Date: _____

By _____
Title _____

EXHIBIT C
to
COLLATERAL ASSIGNMENT (TRADEMARKS)

ASSIGNMENT OF TRADEMARKS

(Intent-To-Use Applications)

This Assignment having an effective date of _____, _____ is made by and between ASHI HOLDING COMPANY, a corporation organized under the laws of the State of Delaware ("Assignor") and U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Assignee").

WHEREAS, Assignor has adopted and owns certain trademarks which are the subject of pending intent-to-use applications in the U.S. Patent and Trademark Office (hereinafter the "Marks") and,

WHEREAS, Assignee is desirous of acquiring the Marks and applications therefor.

NOW THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, and its successors and assigns, all of its right, title and interest in and to the Marks, and the applications therefor, together with that part of the good will of the business connected with the use of and symbolized by the Marks, and including Assignor's entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks. Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith. As indicated below, each Mark is the subject of a verified allegation of use under §§ 1(c) or 1(d) of the Lanham Act that has been filed with the U.S. Patent and Trademark Office, or it is being assigned as part of a transfer of the entire business or portion thereof to which the Marks pertain as required by § 10 of the Lanham Act.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this assignment as of the dates identified below.

ASHI HOLDING COMPANY
(Assignor)

Date: _____

By _____
Title _____

U.S. BANK NATIONAL ASSOCIATION
(Assignee)

Date: _____

By _____
Title _____

EXHIBIT D
to
COLLATERAL ASSIGNMENT (TRADEMARKS)
EXISTING LICENSES AND OTHER ENCUMBRANCES

None.