

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
BEMS Holdings, LLC		04/06/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77636440	PORTO2VENT	
Serial Number:	78794261	VIBRAPAP	
CORRESPONDENCE DATA			
Fax Number:	(404)541-4710		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404-815-6565		
Email:	laallen@kilpatrickstockton.com		
Correspondent Name:	Mike Parisi, Esq.		
Address Line 1:	Kilpatrick Stockton LLP		
Address Line 2:	1100 Peachtree St., Ste 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	387753		
NAME OF SUBMITTER:	Latosha E. Allen		

OP \$65.00 77636440

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Signature:	/Latosha E. Allen/
Date:	04/06/2010
Total Attachments: 7 source=BEMS Patent & Trademark Secuity Agreement (BEMS)#page1.tif source=BEMS Patent & Trademark Secuity Agreement (BEMS)#page2.tif source=BEMS Patent & Trademark Secuity Agreement (BEMS)#page3.tif source=BEMS Patent & Trademark Secuity Agreement (BEMS)#page4.tif source=BEMS Patent & Trademark Secuity Agreement (BEMS)#page5.tif source=BEMS Patent & Trademark Secuity Agreement (BEMS)#page6.tif source=BEMS Patent & Trademark Secuity Agreement (BEMS)#page7.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of April 6, 2010, is made by BEMS Holdings, LLC (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

Whereas, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Sarnova HC, LLC, Tri-anim Health Services, Inc. and BEMS Holdings, LLC (together, the "Borrowers"), Sarnova, Inc., the other Loan Parties signatory thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

Whereas, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

Whereas, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent and Trademark Security Agreement.

Now, therefore, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Patent and Trademark Collateral"):

Patents:

(a) all of its Patents, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations-in-art, divisionals, renewals and extensions of the foregoing;

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

Trademarks:

(d) all of its Trademarks, including, without limitation, those referred to on Schedule 2 hereto;

(e) all renewals and extensions of the foregoing;

(f) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(g) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent and Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Patent and Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Patent and Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

In witness whereof, the Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BEMS HOLDINGS, LLC, as
Grantor

By: 
Name: Mark J. Dougherty
Title: Treasurer and Secretary

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: 

Name: Dionne Miller

Title: LTS Duly Authorized Signatory

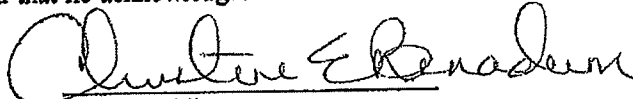
PATENT AND TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE 2

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Acknowledgment of Grantor

STATE OF Ohio
COUNTY OF Franklin ss

On this 6 day of April 2010 before me personally appeared Mark J. Dougherty, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of BEMS Holdings, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Member and that he acknowledged said instrument to be the free act and deed of said company.


Notary Public



Christine E. Benadum
Notary Public, State of Ohio
My Commission Expires 11-22-2014

Acknowledgement of Grantor for Patent and Trademark Security Agreement

Schedule 1
to
Patent and Trademark Security Agreement

Patent Registrations

REGISTERED PATENTS

Jurisdiction	Title	Reg. No.	Reg. Date
USA	Portable Gas Powered Positive Pressure Breathing Apparatus and Method	7066175	6/27/06

PATENT APPLICATIONS

Jurisdiction	Title	Application No.	Filing Date
USA	Portable Gas Powered Positive Pressure Breathing Apparatus and Method	11475373	6/27/06
USA	Pressure Face Mask and Nasal Mask	10313526	12/5/02

Schedule 1 to Patent and Trademark Security Agreement

Schedule 2
to
Patent and Trademark Security Agreement
Trademark Registrations

REGISTERED TRADEMARKS

Jurisdiction	Mark	Registration No.	Registration Date

TRADEMARK APPLICATIONS

Jurisdiction	Mark	Serial No.	Filing Date
USA	PORTO2VENT	77636440	12/18/08
USA	VIBRAPAP	78794261	1/18/06

Schedule 2 to Patent and Trademark Security Agreement

US2008 1199044.2

RECORDED: 04/06/2010

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