

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
BEMS Holdings, LLC		04/06/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
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		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Serial Number:	77636440	PORTO2VENT	
Serial Number:	78794261	VIBRAPAP	
<b>CORRESPONDENCE DATA</b>			
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

**900158985**

**TRADEMARK**  
**REEL: 004180 FRAME: 0991**

Signature:	/Latosha E. Allen/
Date:	04/06/2010
<b>Total Attachments: 5</b> source=BEMS- Release of Security Interest in Trademark & Patent (BEMS Holding)#page1.tif source=BEMS- Release of Security Interest in Trademark & Patent (BEMS Holding)#page2.tif source=BEMS- Release of Security Interest in Trademark & Patent (BEMS Holding)#page3.tif source=BEMS- Release of Security Interest in Trademark & Patent (BEMS Holding)#page4.tif source=BEMS- Release of Security Interest in Trademark & Patent (BEMS Holding)#page5.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARK AND PATENT

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK AND PATENT (this "Release") is made as of April 6, 2010 ("Effective Date") by GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as Administrative Agent for the Lenders ("Grantee"), in favor of BEMS HOLDINGS, LLC ("Grantor").

WHEREAS, Grantor is party to the Credit Agreement, dated as of June 4, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, Sarnova HC, LLC 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 General Electric Capital Corporation, as Administrative Agent for the Lenders and the L/C Issuers. All capitalized terms used in this letter agreement which are not defined herein shall have the same meanings given such terms in the Credit Agreement.

WHEREAS, pursuant to the terms and conditions of that certain Guaranty and Security Agreement, dated as of June 4, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantee holds a Lien against the intellectual property rights owned by Grantor (collectively, the "Collateral");

WHEREAS, pursuant to the terms and conditions of that certain Patent and Trademark Security Agreement, dated as of April 29, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Patent and Trademark Security Agreement"), Grantor assigned, transferred and conveyed to Grantee, and granted to Grantee, a security interest in all of Grantor's right, title and interest in and to the Collateral;

WHEREAS, the Patent and Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 8, 2009 at Reel 3984, Frame 0350 and at Reel 22645, Frame 0938; and

WHEREAS, pursuant to the terms and conditions of that certain payoff letter, dated as of the date hereof, by and among Administrative Agent, Lenders, Grantee and the other Loan Parties, Grantee has consented to the release of the Lien on the Collateral listed on Schedule 1 hereto (the "Intellectual Property Collateral"); and

WHEREAS, Grantee desires to release its Lien in the Collateral.

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

1. Grantee's Lien in the Intellectual Property Collateral granted pursuant to the Security Agreement is hereby terminated and released.
2. To the extent Grantee retains any such interest, Grantee hereby assigns, transfers and conveys to Grantor, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and

continuing security interest and collateral assignment in the Intellectual Property Collateral. Such assignment, transfer and conveyance by Grantee is made without any representation or warranty (express or implied) by Grantee.

3. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release, all at the expense of Grantor.

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IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

GENERAL ELECTRIC CAPITAL  
CORPORATION,  
as Grantee

By: 

Name: Dionne Miller

Title: Duly Authorized Signatory

RELEASE OF SECURITY INTEREST IN TRADEMARK AND PATENT  
SIGNATURE PAGE

TRADEMARK  
REEL: 004180 FRAME: 0995

**Schedule 1**

**Patent Registrations**

**REGISTERED PATENTS**

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

**PATENT APPLICATIONS**

<b>Jurisdiction</b>	<b>Title</b>	<b>Application No.</b>	<b>Filing Date</b>
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 Release of Security Interest in Trademark and Patent

## Trademark Registrations

### REGISTERED TRADEMARKS

<b>Jurisdiction</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>

### TRADEMARK APPLICATIONS

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

Schedule 1 to Release of Security Interest in Trademark and Patent

US2008 1198991.2

RECORDED: 04/06/2010

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