

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

LifeSync Corporation

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 08/11/2010

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PMSV Corporation, LLC

Internal

Address: _____

Street Address: 21 East 90th Street, Apt. 14 AB

City: New York

State: NY

Country: USA Zip: 10128

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Limited Liability Co Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2754051
3085912

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

LIFESYNC
LEADWEAR

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Robert M. Hirning

Internal Address: Plaza VII, Suite 3300

Street Address: 45 South 7th Street

City: Minneapolis

State: MN Zip: 55402

Phone Number: 612/607-7345

Fax Number: 612/607-7100

Email Address: rhirning@oppenheimer.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00 paid previously

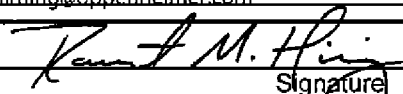
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 501901

Authorized User Name Robert M. Hirning

9. Signature:



Signature

08/31/2010

Date

Robert M. Hirning

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

28

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Form PTO-1594

2. Name and Address of Receiving Parties

Hartman Caro, LLLP
711 Riviera Isles Drive
Ft. Lauderdale, FL 33301
Country: USA
Limited Liability Limited Partnership; Citizenship: Florida

BBT Fund, L.P.
Wells Fargo Tower, Suite 3200
201 Main Street
Ft. Worth, TX 76102
Country: USA
Exempted Limited Partnership; Citizenship: Cayman Islands

Louisiana Ventures, LP
820 Garrett Drive
Bossier City, LA
Country: USA
Limited Partnership; Citizenship: Delaware

AMS Capital LLC
403 Mayflower Road
Lake Forest, IL 60045
Country: USA
Limited Liability Company; Citizenship: Illinois

Paul Collins
5316 Portsmouth Road
Bethesda, MD 20816
Country: USA; Citizenship: USA

David Risinger
51 Summit Avenue
Bronxville, NY 10708
Country: USA, Citizenship: USA

Affinity Ventures IV, L.P.
901 Marquette Avenue, Suite 2820
Minneapolis, MN 55402
Country: USA
Limited Partnership; Citizenship: Delaware

Neal M. Allen
766 Fairfield Drive
Marietta, GA 30068
Country: USA, Citizenship: USA

Matthew I. Rebold
15 Arrowhead Way
Weston, CT 06883
Country: USA, Citizenship: USA

GMP Investor, LLC
100 South Pointe Drive
Miami Beach, FL 33139
Country: USA
Limited Liability Company; Citizenship: Florida

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

08/25/2010
 900170223

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LifeSync Corporation		08/11/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PMSV Corporation, LLC		
Street Address:	21 East 90th Street, Apt. 14 AB		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10128		
Entity Type:	LIMITED LIABILITY COMPANY:		
Name:	Hartman Caro, LLLP		
Street Address:	711 Riviera Isles Drive		
City:	Ft. Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33301		
Entity Type:	Limited Liability Limited Partnership:		
Name:	BBT Fund, L.P.		
Street Address:	201 Main Street		
Internal Address:	Wells Fargo Tower, Suite 3200		
City:	Ft. Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	LIMITED PARTNERSHIP:		
Name:	Louisiana Ventures, LP		
Street Address:	820 Garrett Drive		
City:	Bossier City		
State/Country:	LOUISIANA		

CH \$65.00 2754051

TRADEMARK
REEL: 004268 FRAME: 0458

):ROBERT M. HIRNING COMPANY:45 SOUTH 7TH STREET

Postal Code:	71111
Entity Type:	LIMITED PARTNERSHIP:

Name:	AMS Capital LLC
Street Address:	403 Mayflower Road
City:	Lake Forest
State/Country:	ILLINOIS
Postal Code:	60045
Entity Type:	LIMITED LIABILITY COMPANY:

Name:	Paul Collins
Street Address:	5316 Portsmouth Road
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20816
Entity Type:	INDIVIDUAL:

Name:	David Risinger
Street Address:	51 Summit Avenue
City:	Bronxville
State/Country:	NEW YORK
Postal Code:	10708
Entity Type:	INDIVIDUAL:

Name:	Affinity Ventures IV, L.P.
Street Address:	901 Marquette Avenue, Suite 2820
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	LIMITED PARTNERSHIP:

Name:	Neal M. Allen
Street Address:	766 Fairfield Drive
City:	Marietta
State/Country:	GEORGIA
Postal Code:	30068
Entity Type:	INDIVIDUAL:

Name:	Matthew I. Rebold
Street Address:	15 Arrowhead Way

):ROBERT M. HIRNING COMPANY:45 SOUTH 7TH STREET

City:	Weston
State/Country:	CONNECTICUT
Postal Code:	06883
Entity Type:	INDIVIDUAL:

Name:	GMP Investor, LLC
Street Address:	100 South Pointe Drive
City:	Miami Beach
State/Country:	FLORIDA
Postal Code:	33139
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2754051	LIFESYNC
Registration Number:	3085912	LEADWEAR

CORRESPONDENCE DATA

Fax Number: (612)607-7100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6126077000
 Email: rhirning@oppenheimer.com
 Correspondent Name: Robert M. Hirning
 Address Line 1: 45 South 7th Street
 Address Line 2: Plaza VII Building, Suite 3300
 Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	22598-17
NAME OF SUBMITTER:	Robert M. Hirning
Signature:	/Robert M. Hirning/
Date:	08/25/2010

Total Attachments: 22

source=LifeSync Corporation Patent and Trademark Security Agreement#page1.tif
 source=LifeSync Corporation Patent and Trademark Security Agreement#page2.tif
 source=LifeSync Corporation Patent and Trademark Security Agreement#page3.tif
 source=LifeSync Corporation Patent and Trademark Security Agreement#page4.tif
 source=LifeSync Corporation Patent and Trademark Security Agreement#page5.tif
 source=LifeSync Corporation Patent and Trademark Security Agreement#page6.tif
 source=LifeSync Corporation Patent and Trademark Security Agreement#page7.tif
 source=LifeSync Corporation Patent and Trademark Security Agreement#page8.tif
 source=LifeSync Corporation Patent and Trademark Security Agreement#page9.tif

TRADEMARK
 REEL: 004268 FRAME: 0460

);ROBERT M. HIRNING COMPANY:45 SOUTH 7TH STREET

source=LifeSync Corporation Patent and Trademark Security Agreement#page10.tif
source=LifeSync Corporation Patent and Trademark Security Agreement#page11.tif
source=LifeSync Corporation Patent and Trademark Security Agreement#page12.tif
source=LifeSync Corporation Patent and Trademark Security Agreement#page13.tif
source=LifeSync Corporation Patent and Trademark Security Agreement#page14.tif
source=LifeSync Corporation Patent and Trademark Security Agreement#page15.tif
source=LifeSync Corporation Patent and Trademark Security Agreement#page16.tif
source=LifeSync Corporation Patent and Trademark Security Agreement#page17.tif
source=LifeSync Corporation Patent and Trademark Security Agreement#page18.tif
source=LifeSync Corporation Patent and Trademark Security Agreement#page19.tif
source=LifeSync Corporation Patent and Trademark Security Agreement#page20.tif
source=LifeSync Corporation Patent and Trademark Security Agreement#page21.tif
source=LifeSync Corporation Patent and Trademark Security Agreement#page22.tif

); ROBERT M. HIRNING COMPANY: 45 SOUTH 7TH STREET

LIFESYNC CORPORATION

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of August 11, 2010, is made by and among LifeSync Corporation, a Delaware corporation (the "Debtor"), each holder of the Company's 2010 Senior Secured Promissory Note(s) listed on Schedule 1 hereto (each, a "Secured Party" and collectively, the "Secured Parties") and BBT Fund, L.P., a Cayman Islands exempted limited partnership, as Collateral Agent for all of the Secured Parties (the "Collateral Agent").

RECITALS

The Secured Parties have made certain loans to LifeSync Holdings, Inc. (the "Company"), a Delaware corporation and the parent company of the Debtor as evidenced by those certain 2010 Senior Secured Promissory Notes in favor of each of the Secured Parties (collectively, the "Secured Notes") issued pursuant to that certain Note Purchase Agreement dated of even date herewith among the Company and the Secured Parties (as may be amended from time to time, the "Note Purchase Agreement").

As a condition to extending credit to the Company under the Secured Notes, the Secured Parties have required the execution and delivery by the Debtor of its Guaranty of the Secured Notes (the "Guaranty") and of the obligations of the Company relating thereto, as well as the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description which the Debtor may now or at any time hereafter owe to the Secured Parties pursuant to the Guaranty, the Note Purchase Agreement, the Secured Notes, this Agreement or the Security and Pledge Agreement dated of even date herewith among the Debtor, the Company, the Secured Parties and the Collateral Agent (the "Security Agreement").

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, including any provisional and non-provisional patent applications, issued patents, reissued patents, re-examinations, divisionals, continuations, continuation-in-parts thereof and any co-pending foreign patents or patent applications, fees or royalties with respect to each, and including, without limitation, the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, any patent application listed on Exhibit A, this list being non-exclusive.

TRADEMARK

REEL: 004268 FRAME: 0462

ROBERT M. HIRNING COMPANY: 45 SOUTH 7TH STREET

"Permitted Licenses" means (i) the licenses currently applicable to the Patents and Trademarks, a list of which is set forth on Exhibit A as to the Patents and Exhibit B as to the Trademarks, and (ii) any licenses subsequently granted with the approval of the Debtor's Board of Directors.

"Permitted Liens" means (i) the Security Interest, (ii) covenants, restrictions, rights, easements and minor irregularities in title that do not materially interfere with the Debtor's business or operations as presently conducted; (iii) liens for taxes not yet delinquent or liens for taxes being contested in good faith and by appropriate proceedings for which adequate reserves have been established and (iv) liens in respect of property or assets imposed by law which were incurred in the ordinary course of business, such as carriers', warehousemen's, materialmen's, landlord's and mechanics' liens and other similar liens arising in the ordinary course of business which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings.

"Required Secured Parties" means Secured Parties holding at least 65% of the then aggregate outstanding principal amount under the Secured Notes.

"Trademarks" means all of the Debtor's present and future right, title and interest in and to marks, including, but not limited to, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world, and the entire goodwill of the business associated with and symbolized by the marks, including, without limitation, the marks listed on Exhibit B, this list being non-exclusive.

2. **Security Interest.** The Debtor hereby irrevocably pledges and grants the Secured Parties a security interest, with power of sale to the extent permitted by law (the "**Security Interest**"), in the Patents and the Trademarks to secure payment of the Obligations. Upon the Secured Parties' request, the Debtor shall execute financing statements or other applicable documents covering the Patents and the Trademarks and take such other steps as are necessary to cooperate with the Secured Parties to perfect its security interest granted herein.

3. **Representations, Warranties and Agreements.** The Debtor hereby represents, warrants and agrees as follows:

(a) **Patents.** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of registrations pertaining to such Patents as of the date hereof, as well as the Permitted Licenses granted with respect to the Patents.

(b) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of registrations pertaining to such Trademarks as of the date hereof, as well as any Permitted Licenses granted with respect to the Trademarks. The Debtor further represents and warrants that:

ROBERT M. HIRNING COMPANY: 45 SOUTH 7TH STREET

- (i) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;
- (ii) The Trademarks that are registered are valid and enforceable;
- (iii) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- (iv) The Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and
- (v) The Debtor has used, and will continue to use for the duration of this Agreement, consistent standards of quality of goods and services marked by the Trademarks.

(c) **Title.** The Debtor has absolute title to each Patent listed on Exhibit A, and each Trademark listed on Exhibit B, free and clear of all security interests, liens and encumbrances, except for the Permitted Licenses and Permitted Liens, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Debtor not to sue third persons. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark, free and clear of all security interests, liens and encumbrances, except the Permitted Licenses and Permitted Liens, (ii) will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Permitted Licenses and Permitted Liens and (iii) has obtained and will obtain enforceable written assignments from all employees assigning to the Debtor all technology and intellectual property created by its employees in connection with their employment.

(d) **No Sale.** Except for licensing in the ordinary course of business and Permitted Licenses, the Debtor will not sell or otherwise dispose of the Patents or the Trademarks, or any interest therein, or grant any lien, encumbrance or security interest to any third party without the prior written consent of the Required Secured Parties.

(e) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business, including, but not limited to, filing all affidavits and renewals possible with respect to issued registrations. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit in support thereof, without first providing the Secured Parties with (i) sufficient written notice to allow the Secured Parties to timely pay any such maintenance fees or annuity which may become due on any of said Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, should such be necessary or desirable.

(f) **The Secured Parties' Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such

):ROBERT M. HIRNING COMPANY:45 SOUTH 7TH STREET

failure continues for a period of 10 days after the Secured Parties give the Debtor written notice thereof (or, in the case of the agreements contained in subsection (e), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Parties that it intends to abandon a Patent or Trademark, the Secured Parties may (but need not) perform or observe such covenant or agreement on behalf of and in the name, place and stead of the Debtor (or, at the Secured Parties' option, in the Secured Parties' own names) and may (but need not) take any and all other actions which the Secured Parties may reasonably deem necessary to cure or correct such failure.

(g) *Costs and Expenses.* Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Parties on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Parties in connection with or as a result of the Secured Parties' taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Parties at the highest rate then applicable to any of the Obligations.

(h) *Power of Attorney.* To facilitate the Secured Parties' taking action under subsection (f) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Parties, or the Collateral Agent or its successor as their delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Parties, after an Event of Default, to enforce or use the Patents or the Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or the Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the payment and performance of all of the Obligations.

4. The Debtor's Use of the Patents and the Trademarks. The Debtor shall be permitted to control and manage the Patents and the Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Any occurrence constituting an "Event of Default" under the Secured Notes shall constitute an event of default under this Agreement (herein called an "Event of Default").

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, during the continuance of an Event of Default, the Secured Parties may, at their option, exercise

ROBERT M. HIRNING COMPANY: 45 SOUTH 7TH STREET

and enforce any or all rights and remedies available under the Uniform Commercial Code and may also take any or all of the following actions:

(a) The Secured Parties may exercise any or all remedies available under the Secured Notes, the Note Purchase Agreement or the Security Agreement;

(b) The Secured Parties may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and the Trademarks; and

(c) The Secured Parties may enforce the Patents and the Trademarks and any licenses thereunder, and if the Secured Parties shall commence any suit for such enforcement, the Debtor shall, at the request of the Secured Parties, do any and all lawful acts and execute any and all proper documents required by the Secured Parties in aid of such enforcement.

7. Notice. Any notice or other communications hereunder to the parties hereto shall be in writing and may be personally served or sent by United States mail, registered or certified, postage pre-paid and properly addressed as set forth below its signature or on Schedule I hereto, as the case may be.

8. The Secured Parties. The Secured Parties agree that none of the Secured Parties shall take any action under this Agreement without the written consent of the Required Secured Parties.

9. Termination of Security Interest. Upon the indefeasible payment in full of all Obligations, the security interest granted herein shall terminate and all rights to the Patents and Trademarks shall revert to the Debtor. Upon such termination, the Secured Parties hereby authorize the Debtor to file any documents or instrument requested by the Debtor in order to terminate the security interest and the Secured Parties will execute and deliver to the Debtor such documents or instruments as the Debtor shall reasonably request to evidence such termination.

10. Rights, Power, Authority, Indemnification, Etc. of Collateral Agent. The provisions of the Security Agreement relating to the appointment, rights, powers, authority, indemnification, duties and responsibilities of the Collateral Agent, including the provisions of Sections 9, 10 and 11 of the Security Agreement, are hereby incorporated herein by reference as if fully set forth herein. All actions of the Debtor and the Secured Parties shall be subject to the rights, power and authority of the Collateral Agent as set forth in the Security Agreement.

11. Miscellaneous. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Required Secured Parties. A waiver signed by the Secured Parties shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Parties' rights or remedies. All rights and remedies of the Secured Parties shall be cumulative and may be exercised singularly or concurrently, at the Secured Parties' options, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise

): ROBERT M. HIRNING COMPANY: 45 SOUTH 7TH STREET

or enforcement of any other. The Secured Parties shall not be obligated to preserve any rights that the Debtor may have against prior parties, to realize on the Patents and the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of the Patents and the Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Parties and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Parties, and the Debtor waives notice of the Secured Parties' acceptance hereof. The Secured Parties may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Parties to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the state of Delaware without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[signature page follows]

ROBERT M. HIRNING COMPANY: 45 SOUTH 7TH STREET

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

THE DEBTOR:

LIFESYNC CORPORATION.

By: Shelley A. Hartman
Shelley A. Hartman, President and Chief Executive Officer

Address:
LifeSync Corporation.
3350 N.W. 53rd Street, Suite 105,
Fort Lauderdale, Florida 33309
Attention: Chief Executive Officer
Fax: 954.745.3511

COLLATERAL AGENT:

BBT FUND, L.P.

By: BBT Genpar, L.P.
General Partner
By: BBT-FW, Inc.,
General Partner

By: William O. Reimann
Vice President

ROBERT M. HIRNING COMPANY: 45 SOUTH 7TH STREET

SECURED PARTY:

PMSY Corporation, LLC

By:

Paul J. Piorch

Its:

Mary M. Piorch

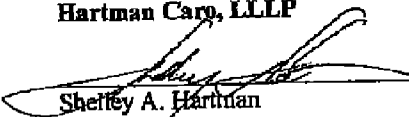
Signature Page to Patent and Trademark Security Agreement (LifeSync Corporation)

ROBERT M. HIRNING COMPANY: 45 SOUTH 7TH STREET

SECURED PARTY:

Hartman Corp, LLLP

By:


Shelley A. Hartman




Its:

General Partner

Signature Page to Patent and Trademark Security Agreement (LifeSync Corporation)

ROBERT M. HIRNING COMPANY: 45 SOUTH 7TH STREET

SECURED PARTY:

By: Louisiana Ventures, LP
 , Managing Member of
Its: VCS Capital Partners, LLC  

Signature Page to Patent and Trademark Security Agreement (LifeSync Corporation)

ROBERT M. HIRNING COMPANY: 45 SOUTH 7TH STREET

SECURED PARTY:

AMS Capital LLC

By: Alan M. Schlegel

Its: Managing Member

Signature Page to Patent and Trademark Security Agreement (LifeSync Corporation)

TRADEMARK

REEL: 004268 FRAME: 0473

ROBERT M. HIRNING COMPANY:45 SOUTH 7TH STREET

SECURED PARTY:



Paul Collins

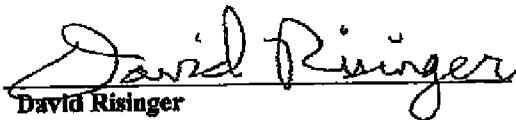
Signature Page to Patent and Trademark Security Agreement (LifeSynce Corporation)

TRADEMARK

REEL: 004268 FRAME: 0474

); ROBERT M. HIRNING COMPANY: 45 SOUTH 7TH STREET

SECURED PARTY:


David Risinger

Signature Page to Patent and Trademark Security Agreement (LifeSync Corporation)

TRADEMARK

REEL: 004268 FRAME: 0475

ROBERT M. HIRNING COMPANY: 45 SOUTH 7TH STREET

SECURED PARTY:

Affinity Ventures IV, L.P.
Affinity Capital Advisors IV, LLC its General
Partner

By:



Edson W. Spencer, Jr.

Its:

Managing Member

Signature Page to Patent and Trademark Security Agreement (LifeSync Corporation)

TRADEMARK

REEL: 004268 FRAME: 0476

); ROBERT M. HIRNING COMPANY: 45 SOUTH 7TH STREET

SECURED PARTY:



Neal M. Allen

Signature Page to Patent and Trademark Security Agreement (LifeSync Corporation)

TRADEMARK

REEL: 004268 FRAME: 0477

); ROBERT M. HIRNING COMPANY: 45 SOUTH 7TH STREET

SECURED PARTY:



Matthew L. Rebold

Signature Page to Patent and Trademark Security Agreement (LifeSync Corporation)

TRADEMARK

REEL: 004268 FRAME: 0478

); ROBERT M. HIRNING COMPANY: 45 SOUTH 7TH STREET

SECURED PARTY:

GMP INVESTOR, LLC

By:



Its:

Manager

Signature Page to Patent and Trademark Security Agreement (LifeSync Corporation)

):ROBERT M. HIRNING COMPANY:45 SOUTH 7TH STREET

SCHEDULE 1LIST OF THE SECURED PARTIES AND THEIR ADDRESSES

PMSV Corporation, LLC
c/o Paul Brooke
21 East 90th Street, Apt. 14 AB
New York, NY 10128

Matthew I. Rebold
15 Arrowhead Way
Weston, CT 06883

Hartman Caro, LLLP
711 Riviera Isles Drive
Ft. Lauderdale, FL 33301

GMP Investor, LLC
100 South Pointe Drive
Miami Beach, FL 33139

BBT Fund, L.P.
c/o William O. Reimann
Wells Fargo Tower, Suite 3200
201 Main Street
Ft. Worth, TX 76102

Louisiana Ventures, LP
c/o Ross Barrett
820 Garrett drive
Bossier City, LA 71111

AMS Capital LLC
c/o Alan Sebulsky, Managing Partner
403 Mayflower Road
Lake Forest, IL 60045

Paul Collins
5316 Portsmouth Road
Bethesda, MD 20816

David Risinger
51 Summit Avenue
Bronxville, NY 10708

Affinity Ventures IV, L.P.
c/o B. Kristine Johnson
901 Marquette Avenue, Suite 2820
Minneapolis, MN 55402

Neal M. Allen
766 Fairfield Drive
Marietta, GA 30068

):ROBERT M. HIRNING COMPANY:45 SOUTH 7TH STREET

EXHIBIT AUNITED STATES PATENTS AND PATENT APPLICATIONS

PATENTS

	Title	Registered Holder	Patent Number
1	Wireless ECG System	LifeSync Corporation	7,197,357
2	Multi-Lead Keyhold Connector	LifeSync Corporation	7,364,440
3	Wireless ECG System	LifeSync Corporation	7,403,808
4	Wireless ECG System	LifeSync Corporation	7,403,808
5	Electrical Connector for Connecting a Plurality of Printed Circuits	LifeSync Corporation	7,553,166
6	Battery Pack for Wireless ECG Monitoring System	LifeSync Corporation	D492,248
7	Connector for Wearable Electrode Connector Assembly for ECG Monitoring	LifeSync Corporation	D499,488
8	Continuous Wearable Electrode Connector Assembly for ECG Monitoring	LifeSync Corporation	D501,558
9	Continuous Wearable Electrode Connector Assembly for ECG Monitoring	LifeSync Corporation	D505,206

LICENSES CURRENTLY IN EFFECT

[Licenses set forth in a separate letter to the Secured Parties.]

UNITED STATES PENDING PATENT APPLICATIONS

Title	Registered Holder	Application Serial Number
Wireless ECG System	LifeSync Corporation	10/439,356
Radiolucent Chest Assembly	LifeSync Corporation	11/105,232
Wireless Electrocardiograph System and Method	LifeSync Corporation	11/901,376
Radiolucent Electrode or Sensor Assembly	LifeSync Corporation	12/020,156

TRADEMARK

REEL: 004268 FRAME: 0481

ROBERT M. HIRNING COMPANY:45 SOUTH 7TH STREET

Systems and Methods for a Wireless Sensor Proxy with Feedback Control	LifeSync Corporation	12/354,295
--	----------------------	------------

):ROBERT M. HIRNING COMPANY:45 SOUTH 7TH STREET

EXHIBIT B

UNITED STATES REGISTERED TRADEMARKS

Mark	Registered Holder	Registration Number
LIFESYNC	LifeSync Corporation	2,754,051
LEADWEAR	LifeSync Corporation	3,085,912

LICENSES CURRENTLY IN EFFECT

-None-