

USPTO

7/22/2011 6:21:53 AM PAGE 4/029 Fax Server

D:BARBARA A. WRIGLEY COMPANY;45 SOUTH SEVENTH STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.107/20/2011
900197574

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LifeSync Corporation		07/07/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PMSV Holdings, LLC		
Street Address:	34 East Lake Road		
City:	Tuxedo Park		
State/Country:	NEW YORK		
Postal Code:	10987		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	Hartman Caro, LLLP		
Street Address:	711 Riviera Isle Drive		
City:	Fort Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33301		
Entity Type:	Limited Liability Limited Partnership: FLORIDA		
Name:	BBT Fund, L.P.		
Street Address:	201 Main Street		
Internal Address:	Suite 3200		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS		
Name:	Matthew I. Rebold		
Street Address:	15 Arrowhead Way		
City:	Weston		
State/Country:	CONNECTICUT		

CHI \$65.00 | 2754051

USPTO

7/22/2011 6:21:53 AM PAGE 5/029 Fax Server

J:BARBARA A. WRIGLEY COMPANY:45 SOUTH SEVENTH STREET

Postal Code:	06883
Entity Type:	INDIVIDUAL: CONNECTICUT USA

Name:	Louisiana Ventures, LP
Street Address:	820 Garnett Drive
City:	Bossier City
State/Country:	LOUISIANA
Postal Code:	71111
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

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

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

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

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

Name:	Neal M. Allen
-------	---------------

USPTO

7/22/2011 6:21:53 AM PAGE 6/029 Fax Server

C:BARBARA A. WRIGLEY COMPANY:45 SOUTH SEVENTH STREET

Street Address:	766 Fairfield Drive
City:	Marietta
State/Country:	GEORGIA
Postal Code:	30068
Entity Type:	INDIVIDUAL: GEORGIA USA

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

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: 612-607-7595
 Email: bwrigley@oppenheimer.com
 Correspondent Name: Barbara A. Wrigley
 Address Line 1: 45 South Seventh Street
 Address Line 2: Plaza Seven, Suite 3300
 Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	22598-17
NAME OF SUBMITTER:	Barbara A. Wrigley
Signature:	/Barbara A. Wrigley/
Date:	07/20/2011

Total Attachments: 22

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

USPTO

7/22/2011 8:21:53 AM PAGE 7/029

Fax Server

D:\BARBARA A. WRIGLEY COMPANY:45 SOUTH SEVENTH STREET

source=xLifeSync Corporation Patent and Trademark Security Agreement#page9.tif
source=xLifeSync Corporation Patent and Trademark Security Agreement#page10.tif
source=xLifeSync Corporation Patent and Trademark Security Agreement#page11.tif
source=xLifeSync Corporation Patent and Trademark Security Agreement#page12.tif
source=xLifeSync Corporation Patent and Trademark Security Agreement#page13.tif
source=xLifeSync Corporation Patent and Trademark Security Agreement#page14.tif
source=xLifeSync Corporation Patent and Trademark Security Agreement#page15.tif
source=xLifeSync Corporation Patent and Trademark Security Agreement#page16.tif
source=xLifeSync Corporation Patent and Trademark Security Agreement#page17.tif
source=xLifeSync Corporation Patent and Trademark Security Agreement#page18.tif
source=xLifeSync Corporation Patent and Trademark Security Agreement#page19.tif
source=xLifeSync Corporation Patent and Trademark Security Agreement#page20.tif
source=xLifeSync Corporation Patent and Trademark Security Agreement#page21.tif
source=xLifeSync Corporation Patent and Trademark Security Agreement#page22.tif

USPTO

7/29/2011 7:21:48 AM PAGE 3/031 Fax Server

D:BARBARA A. WRIGLEY COMPANY:45 SOUTH SEVENTH STREET

07/22/2011 14:36 FAX 612 607 7100

002

RECEIVED

USPTO

7/22/2011 6:21:53 AM PAGE 4/029 Fax Server

D:BARBARA A. WRIGLEY COMPANY:45 SOUTH SEVENTH STREET

JUL 29 2011

07/22/2011
700467982

BARBARA WRIGLEY

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

07/20/2011
900197574

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LifeSync Corporation		07/07/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PMSV Holdings, LLC		
Street Address:	34 East Lake Road		
City:	Tuxedo Park		
State/Country:	NEW YORK		
Postal Code:	10987		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	Hartman Caro, LLLP		
Street Address:	711 Riviera Isle Drive		
City:	Fort Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33301		
Entity Type:	Limited Liability Limited Partnership: FLORIDA		
Name:	BBT Fund, L.P.		
Street Address:	201 Main Street		
Internal Address:	Suite 3200		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS		
Name:	Matthew I. Rebold		
Street Address:	15 Arrowhead Way		
City:	Weston		
State/Country:	CONNECTICUT		

CHI \$55.00 | 275405

USPTO

7/29/2011 7:21:48 AM PAGE 4/031 Fax Server

D:BARBARA A. WRIGLEY COMPANY:45 SOUTH SEVENTH STREET

07/22/2011 14:36 FAX 612 607 7100

003

USPTO

7/22/2011 6:21:53 AM PAGE 5/029 Fax Server

D:BARBARA A. WRIGLEY COMPANY:45 SOUTH SEVENTH STREET

Postal Code:	06853
Entity Type:	INDIVIDUAL: CONNECTICUT

Name:	Louisiana Ventures, LP
Street Address:	820 Garnett Drive
City:	Bossier City
State/Country:	LOUISIANA
Postal Code:	71111
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

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

Name:	Paul Collins
Street Address:	6316 Portsmouth Road
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20816
Entity Type:	INDIVIDUAL: MARYLAND

Name:	David Risinger
Street Address:	61 Summit Avenue
City:	Bronxville
State/Country:	NEW YORK
Postal Code:	10708
Entity Type:	INDIVIDUAL: NEW YORK

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

Name:	Neal M. Allen
-------	---------------

USPTO

7/29/2011 7:21:48 AM PAGE 5/031 Fax Server

D:BARBARA A. WRIGLEY COMPANY:45 SOUTH SEVENTH STREET

07/22/2011 14:36 FAX 612 607 7100

004

USPTO

7/22/2011 6:21:58 AM PAGE 6/029 Fax Server

D:BARBARA A. WRIGLEY COMPANY:45 SOUTH SEVENTH STREET

Street Address:	766 Fairfield Drive
City:	Marietta
State/Country:	GEORGIA
Postal Code:	30068
Entity Type:	INDIVIDUAL; GEORGIA

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

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: 612-607-7585
 Email: bwrigley@oppenheimer.com
 Correspondent Name: Barbara A. Wrigley
 Address Line 1: 45 South Seventh Street
 Address Line 2: Plaza Seven, Suite 3300
 Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	22598-17
NAME OF SUBMITTER:	Barbara A. Wrigley
Signature:	/Barbara A. Wrigley/
Date:	07/20/2011

Total Attachments: 22

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

D:BARBARA A. WRIGLEY COMPANY:45 SOUTH SEVENTH STREET

07/22/2011 14:36 FAX 612 607 7100

005

D:BARBARA A. WRIGLEY COMPANY:45 SOUTH SEVENTH STREET

source=xLifeSync Corporation Patent and Trademark Security Agreement#page9.tif
source=xLifeSync Corporation Patent and Trademark Security Agreement#page10.tif
source=xLifeSync Corporation Patent and Trademark Security Agreement#page11.tif
source=xLifeSync Corporation Patent and Trademark Security Agreement#page12.tif
source=xLifeSync Corporation Patent and Trademark Security Agreement#page13.tif
source=xLifeSync Corporation Patent and Trademark Security Agreement#page14.tif
source=xLifeSync Corporation Patent and Trademark Security Agreement#page15.tif
source=xLifeSync Corporation Patent and Trademark Security Agreement#page16.tif
source=xLifeSync Corporation Patent and Trademark Security Agreement#page17.tif
source=xLifeSync Corporation Patent and Trademark Security Agreement#page18.tif
source=xLifeSync Corporation Patent and Trademark Security Agreement#page19.tif
source=xLifeSync Corporation Patent and Trademark Security Agreement#page20.tif
source=xLifeSync Corporation Patent and Trademark Security Agreement#page21.tif
source=xLifeSync Corporation Patent and Trademark Security Agreement#page22.tif

LIFESYNC CORPORATION
PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of July 7, 2011, is made by and among LifeSync Corporation, a Delaware corporation (the "Debtor"), each holder of the Company's 2011 Senior Secured Convertible 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 2011 Senior Secured Convertible 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.

"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 and the security interest created by the 2010 Security Agreements (as defined in Section 2), (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.

"Requisite Interest" means at least 70% 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/Priority. 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. The Debtor agrees, and each Secured Party who also holds (a "2010 Note Holder") one of those certain 2010 Senior Secured Promissory Notes of the Company issued in August and December, 2010 (the "2010 Notes") hereby agrees, that the security interest granted by this Agreement in the Patents and Trademarks shall be senior and prior to the security interest therein granted to holders of the 2010 Notes pursuant to that certain Patent and Trademark Security Agreement dated as of August 11, 2010 (the "2010 Patent Security Agreement"), among the Debtor, the 2010 Note Holders and the Collateral Agent, and pursuant to that certain Security and Pledge Agreement dated as of August 11, 2010 among the Debtor, the Company, the 2010 Note Holders and the Collateral Agent (together with the 2010 Patent Security Agreement, the "2010 Security Agreements"), and each such 2010 Note Holder hereby agrees that, by virtue of holding 65% of the outstanding 2010 Notes and by executing this Agreement, such 2010 Note Holders (i) are hereby amending the 2010 Security Agreements to allow the security interest granted by this Agreement as a "Permitted Lien" under such 2010 Security Agreements, (ii) are hereby subordinating the security interest in the Patents and Trademarks created by the 2010 Security

Agreements to the security interest created by this Agreement, and (iii) hereby agree not to exercise any of the rights in the Patents and Trademarks granted by the 2010 Security Agreements until and unless all Obligations have been fully paid or discharged. The Collateral Agent, which also serves as collateral agent under the 2010 Security Agreements, also agrees to exercise its authority under this Agreement prior to and before exercising any authority under the 2010 Security Agreements, consistent with such amendment to the 2010 Security Agreements.

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:

- (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 Secured Parties holding the Requisite Interest.

(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 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 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 1 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 Secured Parties holding the Requisite Interest.

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. 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 Requisite Interest. 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 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]

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, 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

Signature page to Patent and Trademark Security Agreement - LifeSync

07/12/2011 00:13 12128603422

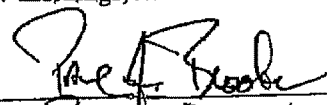
BROOKE

PAGE 04/04

Dated: _____, 2011

SECURED PARTY:

PMSV Holdings, LLC

By: 

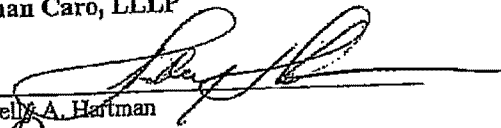
Brooke A. Brooks

Its: Managing Member

Signature Page to Patent and Trademark Security Agreement - LifeSync

Dated: 7/7, 2011

SECURED PARTY:
Hartman Caro, LLLP

By: 
Shelly A. Hartman
Its: General Partner

Signature Page to Patent and Trademark Security Agreement - LifeSync

Dated: _____, 2011

SECURED PARTY:

BBT Fund, L.P.
By: BBT Genpar, L.P., General Partner

By: BBT-FW, Inc., General Partner

By: ~~William O. Reimann~~

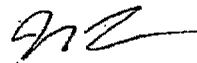
William O. Reimann

Its: VP

Signature Page to Patent and Trademark Security Agreement - LifeSync

Dated: 7/15/11, 2011

SECURED PARTY:




Matthew I. Rebold

Signature Page to Patent and Trademark Security Agreement - LifeSync

Dated: 7/16, 2011

SECURED PARTY:

Louisiana Ventures, LP

By: 
Managing Member, VCC Capital Partners, LLC

Its: General Partner

Signature Page to Patent and Trademark Security Agreement - LifeSync

JUL 06 2011 3:28PM LASERJET FAX

18477352198

p. 4

Dated: 7/6, 2011

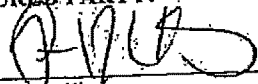
SECURED PARTY:
AMS Capital LLC

By: *Alan M. Sebuly*
Alan M. Sebuly
Its: Managing Member

Signature Page to Patent and Trademark Security Agreement - LifeSync

Dated: 7/7, 2011

SECURED PARTY:



Paul Collins

Signature Page to Patent and Trademark Security Agreement - LifeSync

Dated: July 6, 2011

SECURED PARTY:

David Risinger
David Risinger

Signature Page to Patent and Trademark Security Agreement - LifeSync

Dated: _____, 2011

SECURED PARTY:

Affinity Ventures IV, L.P.

by: Affinity Capital Advisors 10, LLC its General Partner

By: _____

Edson Spencer, Jr.

Its: _____

Non-judicial Member

Signature Page to Patent and Trademark Security Agreement - LifeSync

FROM : ALLEN/MARRIETTA/GA

FAX NO. : 770 971 1483

Jul. 06 2011 11:36AM P2

Dated: _____, 2011

SECURED PARTY:



Neal M. Allen

Signature Page to Patent and Trademark Security Agreement - LifeSync

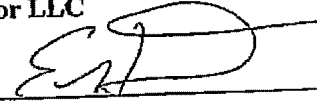
TRADEMARK
REEL: 004594 FRAME: 0804

Dated: 7-7, 2011

SECURED PARTY:

GMP Investor LLC

By: _____



Its: _____

Eric Hecart

Signature Page to Patent and Trademark Security Agreement - LifeSync

SCHEDULE 1LIST OF THE SECURED PARTIES AND THEIR ADDRESSES

PMSV Holdings, LLC
 34 East Lake Road
 Tuxedo Park, NY 10987
 Fax: 212-860-3431
 Tax Identification No.: 13-4150495

Hartman Caro, LLLP
 711 Riviera Isle Drive
 Fort Lauderdale, FL 33301
 Fax: 914-931-5220
 Tax Identification No.: 20-5179600

BBT Fund, L.P.
 201 Main Street, Suite 3200
 Fort Worth, TX 76102
 Fax: 817-820-1639
 Tax Identification No.: 75-2807573

Matthew I. Rebold
 15 Arrowhead Way
 Weston, CT 06883
 Fax: 203-226-7765
 Tax Identification No.: 110-52-3783

Louisiana Ventures, LP
 820 Garnett Drive
 Bossier City, LA 71111
 Fax: 318-746-3711
 Tax Identification No.: 55-0844866

AMS Capital LLC
 403 North Mayflower Road
 Lake Forest, IL 60045
 Fax: 312-456-0136
 Tax Identification No.: 11-3725203

Paul Collins
 5316 Portsmouth Road
 Bethesda, MD 20816
 Fax: 202-223-2989
 Tax Identification No.: 213-66-0265

David Risinger
 51 Summit Avenue
 Bronxville, NY 10708
 Fax: 914-793-9499
 Tax Identification No.: 047-62-1995

Affinity Ventures IV, L.P.
 901 Marquette Avenue, Suite 2820
 Minneapolis, MN 55402
 Fax: 612-252-9911
 Tax Identification No.: 20-1173340

Neal M. Allen
 766 Fairfield Drive
 Marietta, GA 30068
 Fax: 770-971-1483
 Tax Identification No.: 052-26-3123

GMP Investor LLC
 100 South Pointe Drive
 Miami Beach, FL 33139
 Fax: _____
 Tax Identification No.: _____

EXHIBIT AUNITED STATES PATENTS AND PATENT APPLICATIONS

PATENTS

Title	Registered Holder	Patent Number
Wireless ECG System	LifeSync Corporation	7,197,357
Multi-Lead Keyhold Connector	LifeSync Corporation	7,364,440
Wireless ECG System	LifeSync Corporation	7,403,808
Electrical Connector for Connecting a Plurality of Printed Circuits	LifeSync Corporation	7,553,166
Wireless ECG System	LifeSync Corporation	7,933,642
Radiolucent Chest Assembly	LifeSync Corporation	7,860,557
Battery Pack for Wireless ECG Monitoring System	LifeSync Corporation	D492,248
Connector for Wearable Electrode Connector Assembly for ECG Monitoring	LifeSync Corporation	D499,488
Continuous Wearable Electrode Connector Assembly for ECG Monitoring	LifeSync Corporation	D501,558
Continuous Wearable Electrode Connector Assembly for ECG Monitoring	LifeSync Corporation	D505,206

EXHIBIT A-1

TRADEMARK
REEL: 004594 FRAME: 0807

UNITED STATES PENDING PATENT APPLICATIONS

Title	Registered Holder	Application Serial Number
Wireless Electrocardiograph System and Method	LifeSync Corporation	11/901,376
Radiolucent Electrode or Sensor Assembly	LifeSync Corporation	12/020,156
Systems and Methods for a Wireless Sensor pPoxy with Feedback Control	LifeSync Corporation	12/354,295
Wireless ECG System	LifeSync Corporation	10/349,486
Vital Signs Monitoring Assembly Having Elastomeric Connectors	LifeSync Corporation	11/105,230
Disposable Chest Assembly	LifeSync Corporation	11/105,231
Wireless ECG System	LifeSync Corporation	12/955,490

EXHIBIT A-2

TRADEMARK
REEL: 004594 FRAME: 0808

EXHIBIT B

UNITED STATES REGISTERED TRADEMARKS

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

EXHIBIT B-1