

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
SleepMed incorporated		08/04/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, National Association, as Agent		
Street Address:	12 Corporate Woods Blvd.		
City:	Albany		
State/Country:	NEW YORK		
Postal Code:	12211		
Entity Type:	National Banking Association: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76524971	DIGIVIEW	
Serial Number:	75981620	SLEEP MED SCIENCE. SYSTEMS. SOLUTIONS.	
Serial Number:	75859658	SLEEPMED	
CORRESPONDENCE DATA			
Fax Number:	(617)574-7659		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	617-574-4153		
Email:	lbillone@goulstonstorrs.com		
Correspondent Name:	Lisa Billone		
Address Line 1:	400 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Lisa Billone		
Signature:	/Lisa Billone/		
Date:	08/08/2011		

OP \$90.00 76524971

Total Attachments: 5

source=SleepMed#page1.tif

source=SleepMed#page2.tif

source=SleepMed#page3.tif

source=SleepMed#page4.tif

source=SleepMed#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 4, 2011, is made by SleepMed incorporated, a Delaware corporation ("Grantor"), in favor of JPMorgan Chase Bank, National Association ("Agent") for the Lenders (as defined in the Security Agreement referenced below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith by and among Grantor, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Credit Agreement"), the Lenders have agreed to extend credit for the benefit of Grantor;

WHEREAS, the Lenders are willing to extend credit under the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the ratable benefit of the Agent and the Lenders, that certain Pledge and Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the ratable benefit of the Agent and the Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

2.1. all of its Trademarks, including those referred to on Schedule I hereto;

2.2. all reissues, continuations or extensions of the foregoing;

2.3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

2.4. all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law; provided further that "Trademark Collateral" shall include any Proceeds of any such "intent to use" trademark applications.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of the Agent and the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges

and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

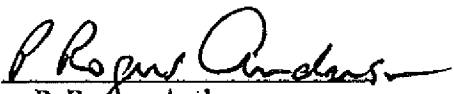
4. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Agent and the Grantor.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SLEEPMED INCORPORATED, as Grantor


By: 
Name: P. Rogers Anderson
Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement - SleepMed]

TRADEMARK
REEL: 004600 FRAME: 0093


ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION,
as Agent

By: 
Name: James Murphy
Title: Credit Executive

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademark	Status	Ser./Reg. No.	Goods/Services	Owner
DIGIVIEW	Registered December 13, 2005	SN:76-524971 RN:3,025,073	(Int'l Class: 9) Software used to collect and present brain and sleep data for review by researchers, physicians, technologists and other health care providers	Sleepmed, Incorporated (Delaware Corp.) 200 Corporate Place, Suite 5B Peabody, Massachusetts 01960
SLEEP MED SCIENCE. SYSTEMS. SOLUTIONS. and Design 	Registered 8 & 15 September 18, 2008	SN:75-981620 RN:2,603,477	(Int'l Class: 42) Medical diagnostic research services for sleep and other neurological disorders	Sleepmed, Incorporated (Delaware Corp.) 200 Corporate Place, Suite 5 Peabody, Massachusetts 01960
SLEEPMED	Registered 8 & 15 July 17, 2009	SN:75-859658 RN:2,729,557	(Int'l Class: 10) [Therapeutic devices for neurological disorders, namely, air mattresses for medical purposes and medical electrodes] (Int'l Class: 42) Medical diagnostic research services for sleep and other neurological disorders	Sleepmed, Incorporated (Delaware Corp.) 200 Corporate Place Suite 5 Peabody, Massachusetts 01960