

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CardioNet, Inc.		08/15/2007	INC. ASSOCIATION:
RECEIVING PARTY DATA			
Name:	Guidant Investment Corporation		
Street Address:	c/o Guidant Corporation		
Internal Address:	4100 Hamline Ave. N.		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55112		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2767258	CARDIONET	
Registration Number:	2767257	CARDIONET	
CORRESPONDENCE DATA			
Fax Number:	(877)769-7945		
Phone:	(858) 678-4730		
Email:	apsi@fr.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Drew W. Schoentrup		
Address Line 1:	FISH & RICHARDSON P.C.		
Address Line 2:	P.O. BOX 1022		
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	16491-001002		
NAME OF SUBMITTER:	Michelle Melendez		

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**TRADEMARK
 REEL: 004664 FRAME: 0816**

Signature:	/Michelle Melendez/
Date:	11/22/2011
Total Attachments: 2 source=Release of Security Agreement#page1.tif source=Release of Security Agreement#page2.tif	

August 10, 2007

Guidant Investment Corporation
c/o Guidant Corporation
4100 Hamline Ave. N.
St. Paul, MN 55112

Re: Repayment of Amended and Restated Subordinated Promissory Note between CardioNet, Inc. ("CardioNet") and Guidant Investment Corporation ("Guidant") dated as of May 30, 2006 (the "Note")

Ladies and Gentlemen:

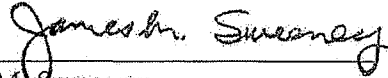
This letter agreement will confirm the mutual understanding of CardioNet and Guidant regarding the repayment by CardioNet to Guidant of the Note. CardioNet and Guidant hereby agree as follows:

1. In connection with the execution of this letter agreement, (i) CardioNet shall wire \$24,428,969.22 to Guidant, representing all outstanding principal on the Note and interest outstanding on the Note through July 10, 2007, which CardioNet and Guidant hereby agree constitutes payment in full of the Note (the "Payoff Amount"), and (ii) upon receipt of the Payoff Amount, Guidant agrees and acknowledges that the Note shall be deemed cancelled, and shall deliver to CardioNet the original Note, which Note shall be marked "Cancelled."
2. Upon receipt of the Payoff Amount, each of the following agreements shall terminate in its entirety and be of no further legal force or effect: (i) the Credit Agreement dated November 12, 2003 between CardioNet and Guidant, as amended (the "Credit Agreement") and (ii) the Security and License Agreement dated November 12, 2003 by and between CardioNet and Guidant (the "License Agreement"). Upon receipt of the Payoff Amount, the parties agree that CardioNet shall have no further obligations under the Note, the Credit Agreement or the License Agreement, and that (a) all security interests that Guidant has in any of CardioNet's property shall be terminated, including that represented by any UCC filing related thereto, and (b) that CardioNet or its counsel thereafter is authorized to file all appropriate termination or release statements in respect of those security interests.
3. This letter agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Facsimile signatures shall be valid as originals.
4. The provisions of this letter agreement shall be binding upon a party's successors in interest. Each party hereto agrees to execute and deliver, or cause to be executed and delivered, such further instruments or documents or take such other actions as may be reasonably necessary to consummate the transactions contemplated by this letter agreement.

5. This letter agreement, and the rights of the parties hereto, shall be governed by and construed in accordance with the laws of the State of California as such laws apply to agreements among California residents made and to be performed entirely within the State of California.

Please confirm your agreement to the foregoing by signing and dating two copies of this letter in the space provided below and returning one fully executed copy to me.

CARDIONET, INC.



James M. Sweeney
Chairman and CEO

Agreed and accepted as of August 15, 2007

GUIDANT INVESTMENT CORPORATION

By: 

Its: V.P.