

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LifeLine Systems, Inc.		12/31/2012	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Life Line Billing Systems, LLC		
Street Address:	N2930 State Rd 22		
City:	Wautoma		
State/Country:	WISCONSIN		
Postal Code:	64982-5267		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3907125	911 PRO BILLING	
Registration Number:	3907288	LIFEQUEST	
Registration Number:	4205044	LIFETRAX	
CORRESPONDENCE DATA			
Fax Number:	3128637477		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312.201.3977		
Email:	tmapps@goldbergkohn.com		
Correspondent Name:	Oscar L. Alcantara		
Address Line 1:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6925.004 LLS TO LLBS		
NAME OF SUBMITTER:	Oscar L. Alcantara		

OP \$90.00 3907125

Signature:	/Oscar L. Alcantara/
Date:	01/23/2013
Total Attachments: 6 source=Life Line Systems Assignment#page1.tif source=Life Line Systems Assignment#page2.tif source=Life Line Systems Assignment#page3.tif source=Life Line Systems Assignment#page4.tif source=Life Line Systems Assignment#page5.tif source=Life Line Systems Assignment#page6.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("**Assignment**") is made effective as of the 31st day of December, 2012 (the "**Effective Time**") by LifeLine Systems, Inc., a Wisconsin corporation ("**Assignor**") in favor of Life Line Billing Systems, LLC, a Delaware limited liability company ("**Assignee**"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement dated December 31, 2012, among Assignor, Assignee and the other parties thereto (the "**Purchase Agreement**").

WHEREAS, Assignor is the sole and exclusive owner of the trademarks and service marks set forth on Exhibit A attached hereto, together with any common law rights in such marks and the goodwill associated therewith (the "**Trademarks**"), and

WHEREAS, Assignor agreed to assign all of its intellectual property assets, including, without limitation, the Trademarks, to Assignee pursuant to the terms of the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, grant and convey to Assignee and its successors and assigns as of the Effective Time:

1. All right, title and interest of Assignor, throughout the world, in and to the Trademarks, together with the goodwill of the Business associated with the use of and symbolized by the Trademarks, and any and all applications (including both use and intent-to-use applications) and issued registrations with respect to the same, and the right to sue, recover damages and bring action for any and all infringements and unauthorized uses of the Trademarks; and

2. To the extent assignable by the Assignor, all right, title, and interest of Assignor, if any, throughout the world, in and to any other trademarks and service marks utilized in connection with products and/or services manufactured, marketed, distributed and/or sold by and/or on behalf of Assignor in connection with the Business, if any, whether or not registered, together with the goodwill of the Business associated with the use of and symbolized by such marks and names, any associated registrations of such marks and names, and the right to sue and bring action for any and all infringements and unauthorized uses of such marks and names.

In the event that Assignor or Assignee becomes aware after the date hereof of any intellectual property assets owned by any of the Assignor that would, if properly scheduled, have been considered Trademarks as of the date hereof, then Assignee shall be entitled to add such items to Exhibit A and such items shall be deemed to be "Trademarks" hereunder for all purposes of this Assignment.

Assignor will, upon request of Assignee, execute any other documents which may be reasonably necessary or reasonably requested by Assignee to perfect in Assignee the rights, title and interest herein conveyed in the United States or in any other country.

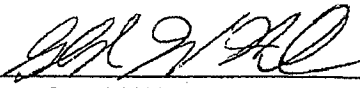
This Assignment shall be governed by and construed in accordance with the laws of the State of Wisconsin. The terms and conditions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN TESTIMONY WHEREOF, each party has executed this Assignment of Trademarks effective as of the day and year first above written.

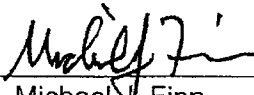
ASSIGNOR:

LIFELINE SYSTEMS, INC.,
a Wisconsin corporation

By: 
Name: Gerald W. Miller
Its: CEO

ASSIGNEE:

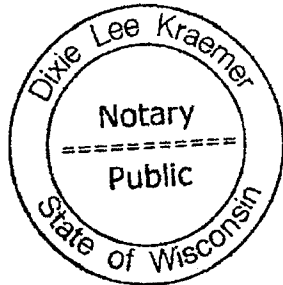
LIFE LINE BILLING SYSTEMS, LLC,
a Delaware limited liability company

By: 
Name: Michael J. Finn
Its: COO

**CERTIFICATE OF ACKNOWLEDGMENT
FOR LIFELINE SYSTEMS, INC.**

STATE OF Wisconsin)
) SS.
COUNTY OF Waushara)

I, Dixie Lee Kraemer, a Notary Public in and for the County and State aforesaid, do hereby certify that GERALD W. Miller personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free act and deed with authority to do so. IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 28th day of December, 2012.

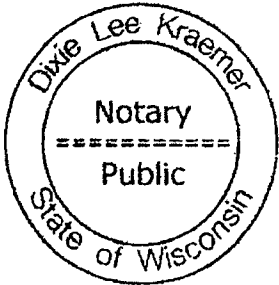


Dixie Lee Kraemer
Notary Public
Commission Expires: 9.20.2015

**CERTIFICATE OF ACKNOWLEDGMENT
FOR LIFE LINE BILLING SYSTEMS, LLC**

STATE OF Wisconsin)
) SS.
COUNTY OF Waushara)

I, Dixie Lee Kraemer Notary Public in and for the County and State aforesaid, do hereby certify that Michael J. Fian personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free act and deed with authority to do so. IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 28th day of December, 2012



Dixie Lee Kraemer
Notary Public
Commission Expires: 9.20.2015

Exhibit A

Trademarks and Service Marks

Trademark	Owner	Registration No.	Registration Date
911 Pro Billing	LifeLine Systems, Inc. d/b/a 900 Pro Billing	3,907,125	01/18/11
LifeQuest	Lifeline Systems, Inc. d/b/a Lifequest	3,907,288	01/18/11
LifeTrax	Lifeline Systems, Inc.	4,205,044	09/11/12