

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
North American Rescue LLC		04/29/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The Governor and Company of the Bank of Ireland
Street Address:	Head Office, Lower Baggot Street
City:	Dublin 2
State/Country:	IRELAND
Entity Type:	LIMITED LIABILITY COMPANY: IRELAND

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3669009	HPMK
Registration Number:	3776203	IPOK
Registration Number:	3717370	NORTH AMERICAN RESCUE
Serial Number:	77809202	S.T.O.R.M.
Registration Number:	2835400	STINGRAY
Registration Number:	3617661	T2 TAG
Registration Number:	2875593	TALON
Registration Number:	3237393	UNCONVENTIONAL MEDIC
Registration Number:	2872541	UNCONVENTIONAL MEDIC
Registration Number:	3406078	VOODOO
Registration Number:	3231337	WALK
Registration Number:	3930924	COMBAT CASUALTY RESPONSE KIT
Serial Number:	77863517	
Serial Number:	77863518	

CH \$490.00 3669009

Registration Number:	3866073	
Serial Number:	77868239	
Registration Number:	3840842	CCRK
Serial Number:	85028437	3X STANDARD
Serial Number:	85145927	RED-TIP TECHNOLOGY

CORRESPONDENCE DATA

Fax Number: 2026638007
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2026638000
Email: dctm@pillsburylaw.com
Correspondent Name: Patrick J. Jennings
Address Line 1: 2300 N Street, N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER: 69784-000004

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Patrick J. Jennings

Signature: /Pat Jennings/

Date: 08/02/2013

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of April 29, 2011 (as amended, supplemented, replaced or otherwise modified from time to time, the **“Intellectual Property Security Agreement”**), is made by **NORTH AMERICAN RESCUE, LLC**, a Delaware limited liability company (the **“Grantor”**), in favor of **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**, as collateral agent (including its successors and assigns from time to time, the **“Collateral Agent”**).

WHEREAS, capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in that certain Pledge and Security Agreement, dated as of October 9, 2009 (as it may be from time to time amended, restated, modified or supplemented, the **“Security Agreement”**), among North American Rescue, LLC, a Delaware limited liability company, North American Rescue Holdings, LLC, a Delaware limited liability company, the Grantor, and each of the other Grantors party thereto, and The Governor and Company of The Bank of Ireland, as the Collateral Agent.

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor to the Collateral Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor’s right, title and interest in and to the following (the **“Intellectual Property Collateral”**), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

(a) All United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, and other source or business identifiers, all registrations and applications to register any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the **“Trademarks”**);

(b) All United States and foreign patents and certificates of invention, or corresponding industrial property rights under applicable law, and applications for any of the

foregoing, including, but not limited to: (i) each patent and patent application referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, and reexaminations thereof, (iii) all inventions and improvements described therein, (iv) all rights to sue for past, present and future infringements thereof, and (v) all Proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the **“Patents”**);

(c) All copyrights arising under the laws of the United States, and foreign countries (including Community designs), including, but not limited to, copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, moral rights, reversionary interests and termination rights, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions and renewals thereof, (iii) all rights to sue, or otherwise recover, for any past, present, and future infringements thereof, and (iv) all Proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit (**“Copyrights”**);

(d) All trade secrets and all other confidential or proprietary information and know-how, whether or not such trade secret has been reduced to a writing or other tangible form, including, without limitation, all documents and things embodying or incorporating the foregoing, including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future misappropriation, and other violation thereof, and (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the **“Trade Secrets”**); and

(e) All licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1 and any and all proceeds of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Intellectual Property Collateral include or the security interest granted hereunder attach to (x) any license or agreement to which the Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor therein or (ii) in a breach, default or termination pursuant to the terms thereof, other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided however that the Intellectual Property Collateral shall include (and such security interest shall attach) immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied and to the extent severable, shall attach immediately to any

portion of such license or agreement that does not result in any of the consequences specified in (i) or (ii) above; provided further that the exclusions referred to in clause (x) above shall not include any proceeds of any such license or agreement; or (b) any intent-to-use application trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability or result in the voiding of such intent-to-use trademark application under applicable federal law.

SECTION 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


SECTION 4. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Amended and Restated Credit Agreement, dated as of April 29, 2011, by and among North American Rescue, LLC, a Delaware limited liability company (the "**Borrower**"), North American Rescue Holdings, LLC, a Delaware limited liability company, certain Subsidiaries of the Borrower party thereto, as Guarantors, the Lenders party thereto, The Governor and Company of the Bank of Ireland, as administrative agent, as collateral agent and as co-lead arranger, and U.S. Bank National Association, as co-lead arranger and as documentation agent (the "**Amended and Restated Credit Agreement**"). The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Amended and Restated Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Amended and Restated Credit Agreement, the provisions of the Security Agreement or the Amended and Restated Credit Agreement shall govern.

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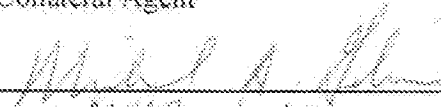
IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.


NORTH AMERICAN RESCUE, LLC,
as a Grantor

By: 
Name: Graham A. SCHEIDT
Title: Vice president

[Signature Page to Intellectual Property Security Agreement]

THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND,
as the Collateral Agent

By: 
Name: Michael A. Quinn
Title: CEO

By: 
Name: John J. O'Connell
Title: Director

[Signature Page to Intellectual Property Security Agreement]

Trademarks

Owner	Trademark	Country	App/ Reg No	App/ Reg Date
North American Rescue, LLC	HPMK	U.S.	3669009	18-AUG-2009
North American Rescue, LLC	IPOK	U.S.	3776203	04-APR-2010
North American Rescue, LLC	NORTH AMERICAN RESCUE	U.S.	3717370	01-DEC-2009
North American Rescue, LLC	S.T.O.R.M.	U.S.	77809202	20-AUG-2009
North American Rescue, LLC	STINGRAY	U.S.	2835400	20-APR-2004
North American Rescue, LLC	T2 TAG	U.S.	3617661	05-MAY-2009
North American Rescue, LLC	TALON	U.S.	2875593	17-AUG-2004
North American Rescue, LLC	UNCONVENTIONAL MEDIC	U.S.	3237393	01-MAY-2007
North American Rescue, LLC	UNCONVENTIONAL MEDIC	U.S.	2872541	10-AUG-2004
North American Rescue, LLC	VOODOO	U.S.	3406078	01-APR-2008
North American Rescue, LLC	WALK	U.S.	3231337	17-APR-2007
North American	HYFIN	European Community	6360655	23-SEP-2008

Owner	Trademark	Country	App/ Reg No	App/ Reg Date
Rescue, LLC		Trademark		
North American Rescue, LLC	PRODUCTS WITH A MISSION	European Community Trademark	6357388	23-SEP-2008
North American Rescue, LLC	UNCONVENTIONAL MEDIC	European Community Trademark	6359087	23-SEP-2008
North American Rescue, LLC	COMBAT CASUALTY RESPONSE KIT	U.S.	3930924	15-MAR-2011
North American Rescue, LLC	RED TIP PACKAGING (Stylized &/or Design)	U.S.	77863517	03-NOV-2009
North American Rescue, LLC	RED TIP TOURNIQUET DRAWING (design)	U.S.	77863518	03-NOV-2009
North American Rescue, LLC	BOA (Stylized &/or Design)	U.S.	3866073	19-OCT-2010
North American Rescue, LLC	ARS (Stylized &/or Design)	U.S.	77868239	09-NOV-2009
North American Rescue, LLC	CCRK	U.S.	3840842	31-AUG-2010
North American Rescue, LLC	3X STANDARD	U.S.	85028437	03-MAY-2010
North American Rescue, LLC	RED TIP TECHNOLOGY.	U.S.	85145927	06-OCT-2010
North American Rescue, LLC	RED TIP TECHNOLOGY	EPO	9864562	04-APR-2011
North American Rescue, LLC	RED TIP TECHNOLOGY	JAPAN		05-APR-2011
North American Rescue, LLC	RED TIP TECHNOLOGY	AUSTRALIA		05-APR-2011

Owner	Trademark	Country	App/ Reg No	App/ Reg Date
North American Rescue, LLC	RED TIP TECHNOLOGY	NEW ZEALAND	839738	05-APR-2011
North American Rescue, LLC	RED TIP TECHNOLOGY	ISRAEL	236884	06-APR-2011

Patents

Owner	Title	Country	Patent No. Issue Date	Applic. No./ Filing Date	Status
North American Rescue, LLC	Hypothermia Treatment Sack	U.S.	7,766,950 08/03/2010	11/491,338 07/21/2006	Registered
North American Rescue, LLC	Crush Resistant Needle Packaging Assembly Having Rapid Needle Access	U.S.	7,874,426 01/25/2011	12/009,869 01/23/2008	Issued
North American Rescue, LLC	Dual Handle Adjustable Drag Strap	U.S.		12/287,972 10/14/2008	Pending
North American Rescue, LLC	Rapid Extraction Body Harness	U.S.	7,467,419 12/23/2008	11/391,043 02/04/2008	Issued
North American Rescue, LLC	A Protective Casing For A Hypodermic Needle	EPO	001002372-001 04/03/2009	001002372-001 09/11/2008	Issued
North American Rescue, LLC	A Protective Casing For A Hypodermic Needle	EPO	001013940-001 10/17/2008	001013940-001 10/17/2008	Issued
North American Rescue, LLC	A Protective Casing For A Hypodermic Needle	EPO	001013940-002 10/17/2008	001013940-002 09/30/2008	Issued
North American Rescue, LLC	A Chest Wound Seal For Preventing Pneumothorax And Including Means For Relieving A Tension Pneumothorax	US		61/370,836 08/05/2010	Pending
North American Rescue, LLC	Hemorrhage Control and Wound Care Kit	U.S.		61/243,591 09/18/2009	Pending

Owner	Title	Country	Patent No. Issue Date	Applic. No./ Filing Date	Status
North American Rescue, LLC	A First Aid Treatment Kit and Resupply System	U.S.		13/026,693 02/14/2011	Pending
North American Rescue, LLC	Lightweight Decontaminable Composite Litter	U.S.		61/226,983 07/20/2009	Pending
North American Rescue, LLC	Direct Application Automotive Steering Wheel Heater	PCT		PCT/US2010/ 002183	Pending
North American Rescue, LLC	Hemorrhage Control and Wound Care Kit	PCT		PCT/US2010/025 52	Pending
North American Rescue, LLC	Intravenous Fluid Heater	U.S.,		61/353,469 06/10/2010	Pending
North American Rescue, LLC	Steering Wheel Heater	PCT		PCT/US2009/ 055897 09/03/2009	Pending
North American Rescue, LLC	Heater Device	PCT		PCT/US2008/ 59155 04/02/2008	Pending
North American Rescue, LLC	Method and Apparatus for Sensing Seat Occupancy	U.S.	7,046,158 05/16/2006	10,249,527 04/16/2033	Issued
North American Rescue, LLC	Method and Apparatus for Sensing Seat Occupancy	U.S.	7,026,946 04/11/2006	10,249,913 05/16/2003	Issued
North American Rescue, LLC	Litter Carrying Harness	U.S.		61,415,564 11/19/2010	Pending
North American	A First Aid Treatment Kit	PCT		PCT/US2011/	Pending

Owner	Title	Country	Patent No. Issue Date	Applic. No./ Filing Date	Status
Rescue, LLC	and Resupply System			00279 02/14/2011	
North American Rescue, LLC	Steering Wheel Heater Assembly	U.S.		13/061,467 02/28/2011	Pending
North American Rescue, LLC	Wound Dressing	PCT		PCT/US2011/ 026634 03/16/2011	Pending