

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		01/02/2014	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: 6			
Property Type	Number	Word Mark	
Registration Number:	3980466	3X STANDARD	
Registration Number:	4240643	ARC°TC	
Registration Number:	3985967	GECKO GRIP	
Registration Number:	4041097	GRYPHON	
Registration Number:	4001528	RED-TIP TECHNOLOGY	
Serial Number:	86018505	LABORATORY TESTED COMBAT PROVEN	
CORRESPONDENCE DATA			
Fax Number:	2026638007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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		

CH \$165.00 3980466

ATTORNEY DOCKET NUMBER:	069784-0000004
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:	01/03/2014
Total Attachments: 8 source=NAR - Intellectual Property Security Agreement (January 2014)#page1.tif source=NAR - Intellectual Property Security Agreement (January 2014)#page2.tif source=NAR - Intellectual Property Security Agreement (January 2014)#page3.tif source=NAR - Intellectual Property Security Agreement (January 2014)#page4.tif source=NAR - Intellectual Property Security Agreement (January 2014)#page5.tif source=NAR - Intellectual Property Security Agreement (January 2014)#page6.tif source=NAR - Intellectual Property Security Agreement (January 2014)#page7.tif source=NAR - Intellectual Property Security Agreement (January 2014)#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of January 2, 2014 (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.

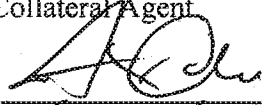
SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Amended and Restated Credit Agreement, dated as of April 29, 2011, by and among North American Rescue, LLC, a Delaware limited liability 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.

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

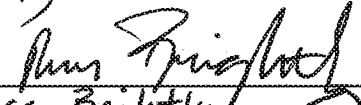
By: Tom Barthel
Name: Tom Barthel
Title: CFO

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

By: 

Name: Frank C. Murphy

Title: MD

By: 

Name: Russ Brightly

Title: V.P.

Trademarks

Owner	Trademark	Country	App/ Reg No	App/ Reg Date
North American, Rescue, LLC	3X STANDARD	U.S.	3,980,466	21-Jun-2011
North American Rescue, LLC	ARC TC	U.S.	4,240,643	13-Nov-2012
North American Rescue, LLC	GECKO GRIP	U.S.	3,985,967	28-Jun-2011
North American Rescue, LLC	GRYPHON	U.S.	4,041,097	18-Oct-2011
North American Rescue, LLC	RED-TIP TECHNOLOGY	U.S.	4,001,528	26-Jul-2011
North American Rescue, LLC	LABORATORY TESTED COMBAT PROVEN	U.S.	86/018505	24-JUL-2013

Patents

Owner	Title	Country	Patent No. Issue Date	Applic. No./ Filing Date	Status
North American Rescue, LLC	Litter with integrated power supply	U.S.	2013/0150928	13/707,063 December 6, 2012	Pending
North American Rescue, LLC	Wound Dressing	U.S.	2013/0012857	13/635,159 September 14, 2012	Pending
North American Rescue, LLC	Intravenous Fluid Heater	U.S.	2013/0041317	13/209,387 August 13, 2011	Pending
North American Rescue, LLC	Hypothermia Management System	U.S.	2013/0041441	13/209,384 August 13, 2011	Pending
North American Rescue, LLC	Portable power supply	U.S.	D662,051	29/397,423 July 15, 2011	Issued
North American Rescue, LLC	Wound Dressing	PCT		PCT/US2011/ 028634 03/16/2011	Pending
North American Rescue, LLC	Junctional Tourniquet	U.S.		13/801,462 3/13/2013	Pending
North American Rescue, LLC	Composite Litter	U.S.		61/677,240 7/30/2012	Pending
North American Rescue, LLC	Intravenous Fluid Heater	U.S.		PCT/US2012/505 39 8/13/2012	Pending
North American Rescue, LLC	Battery Connection Adapter	U.S.		29/433,609 10/2/2012	Pending
North American	Portable Collapsible Field	U.S.		61/733,313 12/4/2012	Pending

Owner	Title	Country	Patent No. Issue Date	Applic. No./ Filing Date	Status
Rescue, LLC	Hospital Bed				