

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327633

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Universal Medical, Inc.		12/30/2014	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	Two Bethesda Metro Center
Internal Address:	Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3393289	ECARDIOSTATION
Registration Number:	2930373	CARDIOSTATION
Registration Number:	1989324	HEARTRAK
Registration Number:	3966854	HEARTRAK ECAT
Registration Number:	2999915	HEARTRAK SMART
Registration Number:	2867559	PACETRAK SPEAKS
Registration Number:	3526210	SERVICE BEYOND THE CALL
Serial Number:	86387961	HEARTRAK ECAT2
Serial Number:	86387984	HEARTRAK NEXUS

CORRESPONDENCE DATA

Fax Number: 3129939767

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312/876-7628

Email: linda.kastner@lw.com

Correspondent Name: Linda R. Kastner, c/o Latham & Watkins

Address Line 1: 330 North Wabash Avenue

Address Line 2: Suite 2800

Address Line 4: Chicago, ILLINOIS 60611

TRADEMARK

NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/
DATE SIGNED:	12/30/2014
Total Attachments: 5 source=BioTelemetry - TSA Universal Medical, Inc. 12.30.14 (EXECUTED)#page1.tif source=BioTelemetry - TSA Universal Medical, Inc. 12.30.14 (EXECUTED)#page2.tif source=BioTelemetry - TSA Universal Medical, Inc. 12.30.14 (EXECUTED)#page3.tif source=BioTelemetry - TSA Universal Medical, Inc. 12.30.14 (EXECUTED)#page4.tif source=BioTelemetry - TSA Universal Medical, Inc. 12.30.14 (EXECUTED)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2014, is made by Universal Medical, Inc. (the "Grantor") in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 30, 2014 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which it is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, it shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.

UNIVERSAL MEDICAL, INC.,
as Grantor

By: 
Name: Heather C. Getz
Title: Treasurer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By:


Name: D. Katz
Title: Its Duly Authorized Signatory

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005432 FRAME: 0492

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations

REGISTERED TRADEMARKS

Grantor	Mark	Country	Serial Number Filing Date	Registration Number Registration Date
Universal Medical, Inc.	eCARDIOSTATION	US	78/874,502 5/2/2006	3,393,289 3/4/2008
Universal Medical, Inc.	CARDIOSTATION	US	76/576,867 2/20/2004	2,930,373 3/8/2005
Universal Medical, Inc.	HEARTRAK	US	74/622,698 1/18/1995	1,989,324 7/23/1996
Universal Medical, Inc.	HEARTRAK ECAT	US	77/754,383 6/8/2009	3,966,854 5/24/2011
Universal Medical, Inc.	HEARTRAK SMART	US	76/576,621 2/20/2004	2,999,915 9/27/2005
Universal Medical, Inc.	PACETRAK SPEAKS	US	76/479,482 12/30/2002	2,867,559 7/27/2004
Universal Medical, Inc.	SERVICE BEYOND THE CALL	US	77/036,036 11/3/2006	3,526,210 11/4/2008

TRADEMARK APPLICATIONS

Grantor	Mark	Country	Serial Number Filing Date	Registration Number Registration Date
Universal Medical, Inc.	HEARTRAK ECAT2	US	86387961 9/8/2014	Pending
Universal Medical, Inc.	HEARTAK NEXUS	US	86387984 9/8/2014	Pending