

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM362530

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
General Electric Capital Corporation, as Retiring Agent		11/16/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Healthcare Financial Solutions, LLC, as Successor Agent		
<b>Street Address:</b>	2 Bethesda Metro Center		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814-5318		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3393289	ECARDIOSTATION	
<b>Registration Number:</b>	2930373	CARDIOSTATION	
<b>Registration Number:</b>	1989324	HEARTRAK	
<b>Registration Number:</b>	3966854	HEARTRAK ECAT	
<b>Registration Number:</b>	2999915	HEARTRAK SMART	
<b>Registration Number:</b>	2867559	PACETRAK SPEAKS	
<b>Registration Number:</b>	3526210	SERVICE BEYOND THE CALL	
<b>Serial Number:</b>	86387961	HEARTRAK ECAT2	
<b>Serial Number:</b>	86387984	HEARTRAK NEXUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<i>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.</i>			
<b>Phone:</b>	312/876-7628		
<b>Email:</b>	linda.kastner@lw.com		
<b>Correspondent Name:</b>	Linda R. Kastner, c/o Latham & Watkins		
<b>Address Line 1:</b>	330 North Wabash Avenue		
<b>Address Line 2:</b>	Suite 2800		

CH \$240.00 3393289

<b>Address Line 4:</b> Chicago, ILLINOIS 60611	
<b>ATTORNEY DOCKET NUMBER:</b>	025646-0000
<b>NAME OF SUBMITTER:</b>	Linda Kastner
<b>SIGNATURE:</b>	/lk/
<b>DATE SIGNED:</b>	11/16/2015
<b>Total Attachments: 4</b> source=EXECUTED IP Assignment - Univeral Medical, Inc. (trademarks)#page1.tif source=EXECUTED IP Assignment - Univeral Medical, Inc. (trademarks)#page2.tif source=EXECUTED IP Assignment - Univeral Medical, Inc. (trademarks)#page3.tif source=EXECUTED IP Assignment - Univeral Medical, Inc. (trademarks)#page4.tif	

**ASSIGNMENT OF INTELLECTUAL PROPERTY**  
**SECURITY AGREEMENT**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Assignment**”), dated as of November 16, 2015, is by **GENERAL ELECTRIC CAPITAL CORPORATION**, (as the current and resigning administrative agent, the “**Retiring Agent**”) and **HEALTHCARE FINANCIAL SOLUTIONS, LLC**, (as the successor administrative agent together with its successors and assigns, the “**Successor Agent**”).

**RECITALS:**

**WHEREAS**, Universal Medical, Inc., as “Grantor”, and Retiring Agent are parties to one or more intellectual property security agreements identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Agreements**”) pursuant to which Grantor granted a security interest in and to and lien upon the intellectual property identified in Exhibit B (the “**Subject IP**”); and

**WHEREAS**, pursuant to that certain Omnibus Agency Transfer Agreement by and between Retiring Agent and Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreements and the Subject IP, in each instance, in its capacity as administrative agent and collateral agent, as the case may be.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

*- Remainder of Page Intentionally Left Blank; Signature Page Follows –*

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

**RETIRING AGENT:**

**GENERAL ELECTRIC CAPITAL  
CORPORATION** as Retiring Agent

By: 

Name: H. Darren Alcus

Title: Duly Authorized Signatory

**SUCCESSOR AGENT:**

**HEALTHCARE FINANCIAL  
SOLUTIONS, LLC**, as Successor Agent

By: 

Name: H. Darren Alcus

Title: Duly Authorized Signatory

## EXHIBIT A

Trademark Security Agreement dated as of December 30, 2014 and filed with the United States Patent and Trademark Office on December 30, 2014 at Reel 5432, Frame 0487.

EXHIBIT B

<b>Trademark</b>	<b>Registration/Application No. Registration/Application Date</b>
eCARDIOSTATION	3,393,289 3/4/2008
CARDIOSTATION	2,930,373 3/8/2005
HEARTRAK	1,989,324 7/23/1996
HEARTRAK ECAT	3,966,854 5/24/2011
HEARTRAK SMART	2,999,915 9/27/2005
PACETRAK SPEAKS	2,867,559 7/27/2004
SERVICE BEYOND THE CALL	3,526,210 11/4/2008
HEARTRAK ECAT2	86387961 9/8/2014
HEARTAK NEXUS	86387984 9/8/2014