

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM371821

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CARD-SCI INC.		01/25/2016	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE PRIVATEBANK AND TRUST COMPANY		
<b>Street Address:</b>	120 S. LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1812827	AECD	
<b>Registration Number:</b>	3206323	POWERHEART	
<b>Registration Number:</b>	3524232	CARDIAC SCIENCE	
<b>Registration Number:</b>	3353804	AT THE HEART OF SAVING LIVES	
<b>Registration Number:</b>	3464181	AT THE HEART OF SAVING LIVES	
<b>Registration Number:</b>	3464180	AT THE HEART OF SAVING LIVES	
<b>Registration Number:</b>	3422832	CARDIAC SCIENCE	
<b>Registration Number:</b>	3057735	G3 PRO	
<b>Registration Number:</b>	3104806	TOTAL RESPONSE	
<b>Registration Number:</b>	2235237	INTELLISENSE	
<b>Registration Number:</b>	2213422	MDLINK	
<b>Registration Number:</b>	1955504	POWERHEART	
<b>Registration Number:</b>	1944711	RESCUE READY	
<b>Registration Number:</b>	1993989	RESCUELINK	
<b>Registration Number:</b>	3484560	RHYTHMX	
<b>Registration Number:</b>	3628090		
<b>Registration Number:</b>	1863625	SURVIVALINK	
<b>Serial Number:</b>	86410313	INTELLISENSE	
<b>Serial Number:</b>	75629523	STAR	

CH \$540.00 1812827

Property Type	Number	Word Mark
Serial Number:	77664268	RESCUECOACH
Serial Number:	77386459	

**CORRESPONDENCE DATA**

**Fax Number:** 3125778265  
*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:** 3125778265  
**Email:** kristin.brozovic@kattenlaw.com  
**Correspondent Name:** Kristin Brozovic C/O Katten  
**Address Line 1:** 525 W Monroe Street  
**Address Line 4:** Chicago, ILLINOIS 60661

<b>ATTORNEY DOCKET NUMBER:</b>	339038-73
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic
<b>SIGNATURE:</b>	/Kristin Brozovic/
<b>DATE SIGNED:</b>	02/03/2016

**Total Attachments: 13**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of January 25, 2016, by CARD-SCI INC., a Delaware corporation (“**Grantor**”), in favor of THE PRIVATEBANK AND TRUST COMPANY (“**Grantee**”). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Loan Agreement (as hereinafter defined).

### RECITALS

**WHEREAS**, Grantor owns the trademark registrations, trademark applications and trademark licenses listed on Schedule 1 attached hereto and incorporated herein; and

**WHEREAS**, Grantor has entered into that certain Loan and Security Agreement dated on or about the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), with Grantee, providing for extensions of credit and other financial accommodations to be made to Grantor by Grantee; and

**WHEREAS**, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest and lien in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment and performance of the Obligations.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee, a continuing security interest and lien in all of Grantor’s right, title and interest in, to, and under the following, whether presently existing or hereafter created or acquired, to secure the payment and performance of the Obligations:

- (1) each United States and foreign trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each United States and foreign trademark license, including, without limitation, each trademark license listed on Schedule 1, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments or any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment of any trademark, including, without limitation, any trademark referred to in Schedule 1, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 (items 1 through 3 being herein collectively referred to as the “**Trademark Collateral**”). Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office (“**PTO**”) on the basis of any Grantor’s intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to

allege use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

This security interest and lien is granted in conjunction with the security interests and liens granted to Grantee pursuant to the Loan Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interests and liens in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. This Agreement is made under and shall be governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles thereunder. In the event of any conflict between any provision of this Agreement and the Loan Agreement, the Loan Agreement shall govern.

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its duly authorized officer as of the date first set forth above.

CARD-SCI INC., a Delaware corporation


By: 

Name: Sean Ozhoff



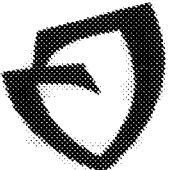
Its: Chief Executive Officer

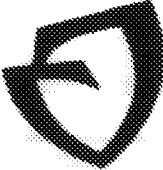
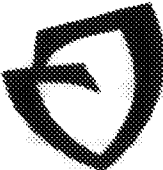

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY



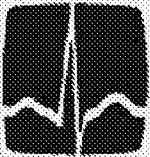
By:   
Name: Andrew Hoffman  
Title: Officer




**Schedule 1**  
to  
**Trademark Security Agreement**


<b>Jurisdiction</b>	<b>Trademark</b>	<b>Registration No. (Application/Serial No. if Applicable)</b>	<b>Owner</b>	<b>Status</b>
Australia	MDLINK	744710	Cardiac Science Corporation	Registered
Australia	POWERHEART	866628	Cardiac Science Corporation	Registered
Australia	SCHOOLSAFE	1144073	Cardiac Science Corporation	Registered
Australia	POWERHEART	1154087	Cardiac Science Corporation	Registered
Australia	RHYTHMX	1409903	Cardiac Science Corporation	Registered
Brazil	CARDIAC SCIENCE	828002088	Cardiac Science Corporation	Pending
Brazil		828001979	Cardiac Science Corporation	Registered
Brazil	POWERHEART	828019142	Cardiac Science Corporation	Registered
Brazil	CARDIAC SCIENCE	828536708	Cardiac Science Corporation	Registered
Brazil	CARDIAC SCIENCE	82853667	Cardiac Science Corporation	Pending
Brazil	POWERHEART	828891834	Cardiac Science Corporation	Registered
Brazil		829908030	Cardiac Science Corporation	Registered
Brazil		829908064	Cardiac Science Corporation	Registered


Jurisdiction	Trademark	Registration No. (Application/Serial No. if Applicable)	Owner	Status
Brazil		829908048	Cardiac Science Corporation	Registered
Brazil		829908056	Cardiac Science Corporation	Registered
Brazil	INTELLISENSE	909183481	Cardiac Science Corporation	Pending
Brazil	INTELLISENSE	909183376	Cardiac Science Corporation	Pending
Canada	RESCUE READY	TMA618336 (1181986)	Cardiac Science Corporation	Registered
Canada	CARDIAC SCIENCE	TMA688690 (1278724)	Cardiac Science Corporation	Registered
Canada	RESCUECOACH	TMA832139 (1291504)	Cardiac Science Corporation	Registered
Canada		TMA686863 (1278725)	Cardiac Science Corporation	Registered
Canada	G3 PRO	TMA714538 (1259056)	Cardiac Science Corporation	Registered
Canada	POWERHEART	TMA692663 (1278723)	Cardiac Science Corporation	Registered
Canada	INTELLISENSE	(1721389)	Cardiac Science Corporation	Pending
Canada	SCHOOLS SAFE	TMA718074 (1323703)	Cardiac Science Corporation	Registered
Canada	COMPLIANT	TMA580425 (1049307)	Cardiac Science, Inc.	Registered








Jurisdiction	Trademark	Registration No. (Application/Serial No. if Applicable)	Owner	Status
Canada	RHYTHMX	TMA748230 (1397272)	Cardiac Science Corporation	Registered
Canada	CARDIAC SCIENCE	TMA764634 (1307096)	Cardiac Science Corporation	Registered
Canada		TMA763919 (1404649)	Cardiac Science Corporation	Registered
Canada	POWERHEART	TMA696933 (1318686)	Cardiac Science Corporation	Registered
Canada	AT THE HEART OF SAVING LIVES	TMA733002 (1306080)	Cardiac Science Corporation	Registered
China	AECD	790457	Cardiac Science, Inc.	Registered
China		942640	Cardiac Science Corporation	Registered
China	MDLINK	1276335	Cardiac Science Corporation	Registered
China		934986	Cardiac Science Corporation	Registered
China	POWERHEART	758074	Cardiac Science Corporation	Registered
China	AT THE HEART OF SAVING LIVES	200704741 (WO911744)	Cardiac Science Corporation	Registered
China	CARDIAC SCIENCE	200606288 (WO878697)	Cardiac Science Corporation	Registered






Jurisdiction	Trademark	Registration No. (Application/Serial No. if Applicable)	Owner	Status
China		200704583 (WO911455)	Cardiac Science Corporation	Registered
China	G3 PRO	200515667 (WO863692)	Cardiac Science Corporation	Registered
China	INTELLISENSE	WO1247369	Cardiac Science Corporation	Registered
China	POWERHEART	WO907230	Cardiac Science Corporation	Registered
China	POWERHEART	200601857 (WO872189)	Cardiac Science Corporation	Registered
China		WO982922	Cardiac Science Corporation	Registered
Colombia	CARDIAC SCIENCE	(14233222)	Cardiac Science Corporation	Pending
Colombia	INTELLISENSE	IR 1247369	Cardiac Science Corporation	Pending
European Union (CTM)	AT THE HEART OF SAVING LIVES	0911744	Cardiac Science Corporation	Registered
European Union (CTM)	CARDIAC SCIENCE	008532061	Cardiac Science Corporation	Registered
European Union (CTM)	CARDIAC SCIENCE	0950860	Cardiac Science Corporation	Registered
European Union (CTM)	CARDIAC SCIENCE	0878697	Cardiac Science Corporation	Registered
European Union (CTM)		0911455	Cardiac Science Corporation	Registered

Jurisdiction	Trademark	Registration No. (Application/Serial No. if Applicable)	Owner	Status
European Union (CTM)	INTELISENSE	(1247369)	Cardiac Science Corporation	Pending
European Union (CTM)	LIFE NEEDS HEROES. HEROES NEED THE G5.	010912574	Cardiac Science Corporation	Registered
European Union (CTM)	MDLINK	005765061	Cardiac Science Corporation	Registered
European Union (CTM)	POWERHEART	0907230	Cardiac Science Corporation	Registered
European Union (CTM)	POWERHEART	0872189	Cardiac Science Corporation	Registered
European Union (CTM)	RESCUE READY	003238938	Cardiac Science Corporation	Registered
European Union (CTM)	RESCUECOACH	004929337	Cardiac Science Corporation	Registered
European Union (CTM)	RHYTHMX	006994801	Cardiac Science Corporation	Registered
European Union (CTM)	SCHOOLS SAFE	005423281	Cardiac Science Corporation	Registered
European Union (CTM)		0982922	Cardiac Science Corporation	Registered
France	MDLINK	97697512	Cardiac Science Corporation	Registered
France	FIRST SAVE	97674922	Cardiac Science Corporation	Registered
Germany	MDLINK	39745661	Cardiac Science Corporation	Registered
U.S.	AECD	1812827 (74202848)	Cardiac Science Corporation	Registered

Jurisdiction	Trademark	Registration No. (Application/Serial No. if Applicable)	Owner	Status
U.S.	INTELLISENSE	(86410313)	Cardiac Science Corporation	Pending
U.S.	POWERHEART	3206323 (78905168)	Cardiac Science Corporation	Registered
U.S.	CARDIAC SCIENCE	3524232 (78784293)	Cardiac Science Corporation	Registered
U.S.	AT THE HEART OF SAVING LIVES	3353804 (78779704)	Cardiac Science Corporation	Registered
U.S.	AT THE HEART OF SAVING LIVES	3464181 (78779697)	Cardiac Science Corporation	Registered
U.S.	AT THE HEART OF SAVING LIVES	3464180 (78779689)	Cardiac Science Corporation	Registered
U.S.	CARDIAC SCIENCE	3422832 (78644242)	Cardiac Science Corporation	Registered
U.S.	G3 PRO	3057735 (78572839)	Cardiac Science Corporation	Registered
U.S.	TOTAL RESPONSE	3104806 (78377030)	Cardiac Science Corporation	Registered
U.S.	RESCUECOACH	77664268 (4257917)	Cardiac Science Corporation	Registered
U.S.		77386459 (3624072)	Cardiac Science Corporation	Registered
U.S.	INTELLISENSE	2235237 (75313779)	Cardiac Science Corporation	Registered
U.S.	MDLINK	2213422 (75275167)	Cardiac Science Corporation	Registered
U.S.	POWERHEART	1955504 (74367566)	Cardiac Science Corporation	Registered
U.S.	RESCUE READY	1944711 (74527270)	Cardiac Science Corporation	Registered

Jurisdiction	Trademark	Registration No. (Application/Serial No. if Applicable)	Owner	Status
U.S.	RESCUELINK	1993989 (74555643)	Cardiac Science Corporation	Registered
U.S.	RHYTHMX	3484560 (77370747)	Cardiac Science Corporation	Registered
U.S.		3628090 (77386457)	Cardiac Science Corporation	Registered
U.S.	STAR	75629523 (2474103)	Cardiac Science Corporation	Registered
U.S.	SURVIVALINK	1863625 (74471438)	Cardiac Science Corporation	Registered
Japan	AT THE HEART OF SAVING LIVES	WO911744	Cardiac Science Corporation	Registered
Japan	CARDIAC SCIENCE	WO878697	Cardiac Science Corporation	Registered
Japan	INTELLISENSE	WO1247369	Cardiac Science Corporation	Pending
Japan	POWERHEART	3241993	Cardiac Science Corporation	Registered
Japan	POWERHEART	WO872189	Cardiac Science Corporation	Registered
Japan	POWERHEART	WO907230	Cardiac Science Corporation	Registered
Japan		982922	Cardiac Science Corporation	Registered
Italy	MDLINK	0001281064 (MI1997C008824)	Cardiac Science Corporation	Registered
Italy	FIRST SAVE	0001273700 (MI1997C003776)	Cardiac Science Corporation	Registered
Italy	MDLINK	1273700 (MI2007C004389)	Cardiac Science Corporation	Registered

Jurisdiction	Trademark	Registration No. (Application/Serial No. if Applicable)	Owner	Status
Mexico	AT THE HEART OF SAVING LIVES	981722 (0789820)	Cardiac Science Corporation	Registered
Mexico	AT THE HEART OF SAVING LIVES	948357 (0789819)	Cardiac Science Corporation	Registered
Mexico	AT THE HEART OF SAVING LIVES	1006636 (0789821)	Cardiac Science Corporation	Registered
Mexico	AT THE HEART OF SAVING LIVES	975338 (0834913)	Cardiac Science Corporation	Registered
Mexico	AT THE HEART OF SAVING LIVES	980149 (0789822)	Cardiac Science Corporation	Registered
Mexico	CARDIAC SCIENCE	1236284 (0791170)	Cardiac Science Corporation	Registered
Mexico	CARDIAC SCIENCE	1277310 (888902)	Cardiac Science Corporation	Registered
Mexico		968951 (0754748)	Cardiac Science Corporation	Registered
Mexico		954252 (0791175)	Cardiac Science Corporation	Registered
Mexico		951016 (0791169)	Cardiac Science Corporation	Registered
Mexico	MDLINK	679607 (0310088)	Cardiac Science Corporation	Registered
Mexico	POWERHEART	1006484 (0811288)	Cardiac Science Corporation	Registered
Mexico	RESCUECOACH	936908 (0768571)	Cardiac Science Corporation	Registered
Mexico	RHYTHMX	1076666 (0938142)	Cardiac Science Corporation	Registered

Jurisdiction	Trademark	Registration No. (Application/Serial No. if Applicable)	Owner	Status
Mexico		1098803 (0950700)	Cardiac Science Corporation	Registered
Mexico		1104660 (0950698)	Cardiac Science Corporation	Registered
Mexico		1081279 (0950697)	Cardiac Science Corporation	Registered
Mexico		1098802 (0950699)	Cardiac Science Corporation	Registered
Mexico	INTELISENSE	IR 1247369	Cardiac Science Corporation	Pending
Russia		WO982922	Cardiac Science Corporation	Registered
Russia	INTELISENSE	WO1247369	Cardiac Science Corporation	Registered
South Korea	MDLINK	4004357160000 (5620080024149)	Cardiac Science Corporation	Registered
United Kingdom	POWERHEART	UK00001547469	Cardiac Science Corporation	Registered