

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Helicor, Inc.		06/16/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Respironics, Inc.
Street Address:	1010 Murry Ridge Lane
City:	Murrysville
State/Country:	PENNSYLVANIA
Postal Code:	15668
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	76620581	HELICOR
Serial Number:	76620580	S
Serial Number:	76620579	STRESSERASER
Serial Number:	78884731	STRESSERASER BREATHWAVE
Serial Number:	78884714	STRESSERASER RELAXING NIGHTS
Serial Number:	78727755	CALM YOUR MIND. RELAX YOUR BODY.
Serial Number:	78688708	STRESSERASER POINTS PROGRAM
Serial Number:	78688706	STRESSERASER PEAK BREATHING

CORRESPONDENCE DATA

Fax Number: (724)387-5021
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 7243875026
 Email: dana.young@respironics.com
 Correspondent Name: Michael W. Haas
 Address Line 1: 1010 Murry Ridge Lane

OP \$215.00 76620581

Address Line 4: Murrysville, PENNSYLVANIA 15668

ATTORNEY DOCKET NUMBER:	HELICOR TM'S
NAME OF SUBMITTER:	Dana Young
Signature:	/Dana Young/
Date:	08/27/2008

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of June 16, 2008, and entered into by and between Helicor, Inc., a Delaware corporation ("Borrower") and Respironics, Inc., a Delaware corporation, acting in its capacity as agent for the Bridge Note Holders ("Agent").

RECITALS:

WHEREAS, Borrower and Agent have entered into that certain Security Agreement dated as of June 16, 2008 (the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

WHEREAS, pursuant to the terms of the Security Agreement, Borrower has granted to the Bridge Note Holders, and the Bridge Note Holders have appointed the Agent to hold, a lien and security interest in all General Intangibles of Borrower including, without limitation, all of Borrower's right, title, and interest in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Borrower's Trademarks and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby grants to Agent a lien and continuing security interest in all of Borrower's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with goodwill of the business symbolized thereby;

(2) each Trademark License, including, without limitation, each Trademark License referred to in Schedule 1 annexed hereto; and

(3) all products and Proceeds of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present, or future (a) infringement, dilution or breach of any Trademark, Trademark Registration, Trademark Application and Trademark License, including, without limitation, any Trademark, Trademark Registration and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any Trademark, Trademark Registration and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Agent pursuant to the Security Agreement.

Borrower hereby acknowledges and affirms that the rights and remedies of Agent with respect to the liens and security interests in the Trademark Collateral made and granted hereby

are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Agreement may be executed in one or more counterparts, which, when taken together as a whole, shall constitute one and the same original. A fax or electronic .pdf copy of an executed signature page to this Agreement shall constitute an original signature page for all purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its duly authorized officer as of the date first written above.

HELICOR, INC

By: 
Name: Adam Forbes
Title: CEO

RESPIRONICS, INC.

By: _____
Name:
Title:

Error! Unknown document property name.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its duly authorized officer as of the date first written above.

HELICOR, INC

By: _____
Name: Adam Forbes
Title: CEO

RESPIRONICS, INC.

By: Joseph F. Bergquist
Name: Joseph F. Bergquist
Title: VP, Strat Plan & BD

ACKNOWLEDGMENT

STATE OF New York)
)
COUNTY OF NEW YORK)

This instrument was acknowledged before me this 11th day of ~~March~~ ^{JUNE}, 2008, by Adam Forbes, as President and CEO of Helicor, Inc., a Delaware corporation, on behalf of such corporation.

{Seal}

Jay Saltzman
Notary Public in and for the State of New York

JAY P. SALTZMAN
Notary Public, State of New York
No. 02SA5064567
Qualified in Nassau County
Commission Expires September 27, 2010

My commission expires: _____

Schedule 1
to
Trademark Security Agreement

TRADEMARKS, TRADEMARK APPLICATIONS, TRADEMARK REGISTRATIONS

Trademarks:
Helicor
Helicor mark
StressEraser
StressEraser Breathwave
StressEraser Relaxing Nights

TRADEMARK LICENSES

None.