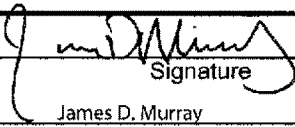


**RECORDATION FORM COVER SHEET  
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies):</b>                  Physio-Control, Inc.</p> <p> <input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation- State: _____  <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) <u>USA - WA</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b>      <input type="checkbox"/> Yes                  Additional names, addresses, or citizenship attached?      <input checked="" type="checkbox"/> No</p> <p>Name: <u>The Bank of New York Mellon Trust Company, N.A., *</u>                  Internal                  Address: <u>*as Collateral Trustee</u></p> <p>Street Address: <u>601 Travis Street, 18th Floor</u>                  City: <u>Houston</u>                  State: <u>TX</u>                  Country: <u>USA</u>                                      Zip: <u>77002</u></p> <p> <input type="checkbox"/> Association      Citizenship _____  <input type="checkbox"/> General Partnership      Citizenship _____  <input type="checkbox"/> Limited Partnership      Citizenship _____  <input type="checkbox"/> Corporation      Citizenship _____  <input type="checkbox"/> Other <u>N.A.</u>                      Citizenship <u>USA-NY</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No                  (Designations must be a separate document from assignment)</p>		
<p><b>3. Nature of conveyance )/Execution Date(s) :</b>                  Execution Date(s) <u>01/30/2012</u></p> <p> <input type="checkbox"/> Assignment                                      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement                      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p>			
<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <table style="width:100%;"> <tr> <td style="width:50%;"> <p>A. Trademark Application No.(s)                              See Schedule I</p> </td> <td style="width:50%;"> <p>B. Trademark Registration No.(s)                              See Schedule I</p> </td> </tr> </table> <p align="right">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		<p>A. Trademark Application No.(s)                              See Schedule I</p>	<p>B. Trademark Registration No.(s)                              See Schedule I</p>
<p>A. Trademark Application No.(s)                              See Schedule I</p>	<p>B. Trademark Registration No.(s)                              See Schedule I</p>		
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>			
<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>James Murray</u>                  Internal Address: <u>CT Lien Solutions</u>                  Street Address: <u>4400 Easton Commons Way, Suite 125</u>                  City: <u>Columbus</u>                  State: <u>OH</u>                                      Zip: <u>43219</u>                  Phone Number: <u>614-280-3566</u>                  Fax Number: <u>800-516-6304</u>                  Email Address: <u>James.Murray@wolterskluwer.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b>      <span style="border: 1px solid black; padding: 2px;">35</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b>      \$ _____</p> <p> <input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p>		
<p><b>8. Payment Information:</b></p> <p>Deposit Account Number _____                  Authorized User Name _____</p>			
<p><b>9. Signature:</b>            _____      <u>01/30/2012</u>                  _____                                      Signature                                      Date                  _____                                      Name of Person Signing                                      Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">7</span></p>			

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$890.00 8506740

**SCHEDULE I**  
**to**  
**GRANT OF SECURITY INTEREST**  
**IN UNITED STATES TRADEMARKS**

Registrations:

Mark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner
DERMA-JEL	U.S.	73/021044 9-May-1974	1027731 <sup>10</sup> 23-Dec-1975	Physio-Control, Inc.
FASTPAK	U.S.	73/484455 11-Jun-1984	1395516 <sup>10</sup> 3-Jun-1986	Physio-Control, Inc.
FAST-PATCH	U.S.	73/650555 29-Jul-1985	1383258 <sup>10</sup> 18-Feb-1986	Physio-Control, Inc.
FIRST MEDIC	U.S.	75/013145 1-Nov-1995	2020618 3-Dec-1996	Physio-Control, Inc.
FIRST MEDIC (Stylized)  FIRST MEDIC	U.S.	74/119309 30-Nov-1990	1703054 28-Jul-1992	Physio-Control, Inc.
KEEP THE BEAT & Design  	U.S.	78/642176 2-Jun-2005	3303739 2-Oct-2007	Physio-Control, Inc.
LIFELINKMD	U.S.	76/076807 26-Jun-2000	2880592 7-Sep-2004	PHYSIO-CONTROL, INC
LIFENET	U.S.	73/589652 24-Mar-1986	1433701 <sup>10</sup> 24-Mar-1987	Physio-Control, Inc.
LIFENET	U.S.	74/727729 12-Sep-1995	2400340 31-Oct-2000	Physio-Control, Inc.
LIFEPAK	U.S.	72/390299 26-Apr-1971	0935766 <sup>10</sup> 13-Jun-1972	Physio-Control, Inc.
LIFEPAK	U.S.	73/615958 21-Aug-1988	1445015 <sup>10</sup> 30-Jun-1987	Physio-Control, Inc.
LIFEPAK	U.S.	73/340281 7-Dec-1981	1214742 <sup>10</sup> 2-Nov-1982	Physio-Control, Inc.
LIFEPAK CR	U.S.	78/113606 8-Mar-2002	2882889 7-Sep-2004	Physio-Control, Inc.
LIFEPAK CR PLUS	U.S.	78/421248 19-May-2004	2964205 28-Jun-2005	Physio-Control, Inc.
LIFEPAK EXPRESS	U.S.	78/339514 11-Dec-2003	2974284 19-Jul-2005	Physio-Control, Inc.
LIFE-PATCH	U.S.	73/127461 20-May-1977	1083351 <sup>10</sup> 24-Jan-1978	Physio-Control, Inc.

Mark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner
LIFESAVING MADE SIMPLE	U.S.	78/150765 5-Aug-2002	3109908 27-Jun-2006	Physio-Control, Inc.
PHYSIO-CONTROL	U.S.	73/199524 10-Jan-1979	1135675 <sup>10</sup> 20-May-1980	Physio-Control, Inc.
PHYSIO CONTROL	U.S.	73/615960 21-Aug-1986	1436339 <sup>10</sup> 14-Apr-1987	Physio-Control, Inc.
PHYSIO-CONTROL	U.S.	73/341071 11-Dec-1981	1225724 <sup>10</sup> 1-Feb-1983	Physio-Control, Inc.
PHYSIO-CONTROL	U.S.	72/360121 18-May-1970	0933932 <sup>10</sup> 16-May-1972	Physio-Control, Inc.
PHYSIO-CONTROL	U.S.	73/048747 7-Apr-1975	1035260 <sup>10</sup> 9-Mar-1976	Physio-Control, Inc.
PHYSIO-CONTROL	U.S.	73/572480 9-Dec-1985	1414815 <sup>10</sup> 28-Oct-1986	Physio-Control, Inc.
QUIK-CHARGE	U.S.	72/454305 12-Apr-1973	1009769 <sup>10</sup> 29-Apr-1975	Physio-Control, Inc.
QUIK-COMBO	U.S.	74/576336 21-Sep-1994	2409673 5-Dec-2000	Physio-Control, Inc.
QUIK-LOOK	U.S.	72/313833 6-Dec-1968	0881335 <sup>10</sup> 25-Nov-1969	Physio-Control, Inc.
QUIK-PACE	U.S.	73/533124 19-Apr-1985	1364337 <sup>10</sup> 8-Oct-1985	Physio-Control, Inc.
REDI-CHARGE	U.S.	77/603172 29-Oct-2008	3796719 1-Jun-2010	Physio-Control, Inc.
REDI-PAK	U.S.	77/969439 26-Mar-2010	3870115 2-Nov-2010	Physio-Control, Inc.
TRUE-LOCK	U.S.	77/595270 17-Oct-2008	4031967 27-Sep-2011	Physio-Control, Inc.
WHEN YOU SAVE A LIFE, YOU SAVE A LIFETIME--AND EVERYONE IT TOUCHES	U.S.	78/450594 14-Jul-2004	3194935 2-Jan-2007	Physio-Control, Inc.
PHYSIO	U.S.	73/608106 07/07/1986	1427363 <sup>10</sup> 02/03/1987	Physio-Control, Inc.

Applications:

Mark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner
REFURBISHED EQUIPMENT FROM THE LIFESAVING INNOVATORS	U.S.	85/067409 21-Jun-2010		Physio-Control, Inc.
RELI	U.S.	85/067398 21-Jun-2010		Physio-Control, Inc.
TRUE CPR	U.S.	85/126189 9-Sep-2010		Physio-Control, Inc.

**GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

This Trademark Security Agreement, dated as of January 30, 2012, by and between Physio-Control, Inc., a corporation formed under the laws of the State of Washington (the "Grantor"), in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in its capacity as Collateral Trustee pursuant to the Indenture dated as of January 30, 2012 (in such capacity together with its successors and assigns, the "Grantee").

**WITNESSETH:**

Whereas, the Grantor is party to a Security Agreement dated as of January 30, 2012 (the "Security Agreement") in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to enter into the Indenture and the Collateral Trust Agreement, the Grantor hereby agrees with the Grantee as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** The Grantor hereby pledges and grants to the Grantee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademarks owned by such Grantor including, without limitation, those registered or applied for Trademarks listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing; provided that with respect to any United States Trademark, applications in the United States Patent and Trademark Office on the basis of any Grantor's "intent to use" such Trademarks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

**SECTION 3. Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademarks 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. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**SECTION 4. Purpose.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

**SECTION 5. Termination.** Upon termination of the Security Agreement, the security interest granted pursuant to this Trademark Security Agreement shall be automatically released and the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in all the Trademarks owned by the Grantor; including, without limitation, those registered or applied for Trademarks listed on Schedule I attached hereto.

**SECTION 6. Governing Law.** This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

*[signature pages follow]*

IN WITNESS WHEREOF, the 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.

Very truly yours,

PHYSIO-CONTROL, INC.

By: 

Name: Brian D. Webster


Title: President

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004715 FRAME: 0897**

Accepted and Agreed:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,  
as Collateral Trustee

By:   
Name: Marcella Burgess  
Title: Vice President

Trademark Security Agreement