

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>1. Name of conveying party(ies):</p> <p>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>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached?</p> <p>Name: <u>Citibank, N.A., as Collateral Agent</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>390 Greenwich Street</u></p> <p>City: <u>New York</u></p> <p>State: <u>NY</u></p> <p>Country: <u>USA</u> Zip: <u>10013</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 checked="" 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>3. Nature of conveyance)/Execution Date(s) :</p> <p>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>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) See Schedule I</p> <p>B. Trademark Registration No.(s) See Schedule I</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>James Murray</u></p> <p>Internal Address: <u>CT Lien Solutions</u></p> <p>Street Address: <u>4400 Easton Commons Way, Suite 125</u></p> <p>City: <u>Columbus</u></p> <p>State: <u>OH</u> Zip: <u>43219</u></p> <p>Phone Number: <u>614-280-3566</u></p> <p>Fax Number: <u>800-516-6304</u></p> <p>Email Address: <u>James.Murray@wolterskluwer.com</u></p>	<p>6. Total number of applications and registrations involved: 35</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____</p> <p><input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>Deposit Account Number _____</p> <p>Authorized User Name _____</p>
<p>9. Signature:</p> <p style="text-align: center;">_____ Signature</p> <p style="text-align: right;">_____ Date</p> <p style="text-align: center;"><u>James D. Murray</u> Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 6</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

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Registrations:

Trademark	Registration No. or Application No
DERMA-JEL	1027731
FASTPAK	1395516
FAST-PATCH	1383258
FIRST MEDIC	2020618
FIRST MEDIC (Stylized) FIRST MEDIC	1703054
KEEP THE BEAT & De- sign 	3303739
LIFELINKMD	2880592
LIFENET	1433701
LIFENET	2400340
LIFEPAK	0935766
LIFEPAK	1445015
LIFEPAK	1214742
LIFEPAK CR	2882889
LIFEPAK CR PLUS	2964205
LIFEPAK EXPRESS	2974284
LIFE-PATCH	1083351
LIFESAVING MADE	3109908

SIMPLE	
PHYSIO-CONTROL	1135675
PHYSIO CONTROL	1436339
PHYSIO-CONTROL	1225724
PHYSIO-CONTROL	0933932
PHYSIO-CONTROL	1035260
PHYSIO-CONTROL	1414815
QUIK-CHARGE	1009769
QUIK-COMBO	2409673
QUIK-LOOK	0881335
QUIK-PACE	1364337
REDI-CHARGE	3796719
REDI-PAK	3870115
TRUE-LOCK	4031967
WHEN YOU SAVE A LIFE, YOU SAVE A LIFETIME--AND EVERYONE IT TOUCHES	3194935
PHYSIO	1427363

Applications:

Trademark	Registration No. or Application No.
REFURBISHED EQUIPMENT FROM THE LIFESAVING INNOVATORS	85/067409
RELI	85/067398
TRUE CPR	85/126189

**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 Washington (the "Grantor"), in favor of CITIBANK, N.A., in its capacity as Collateral Agent pursuant to the Credit Agreement 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 Credit 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 page follows]

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: 004716 FRAME: 0643

Accepted and Agreed:

CITIBANK, N.A.,
as Collateral Agent and Grantee

By: _____

Name:

Title:


Shane V. Alzera
Director

[Trademark Security Agreement]

RECORDED: 02/10/2012

TRADEMARK
REEL: 004716 FRAME: 0644