

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM369627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Physio-Control, Inc.		06/05/2015	CORPORATION: WASHINGTON
Scanhealth, Inc.		06/05/2015	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	CRMS Documentation Unit, 580 Crosspoint Pkwy		
City:	Getzville		
State/Country:	NEW YORK		
Postal Code:	14068		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Registration Number:	4483628		
Registration Number:	1703054	FIRST MEDIC	
Registration Number:	4553458	CODEMANAGEMENT MODULE	
Registration Number:	1027731	DERMA-JEL	
Registration Number:	1395516	FASTPAK	
Registration Number:	1383258	FAST-PATCH	
Registration Number:	2020618	FIRST MEDIC	
Registration Number:	4483627	HEART SAFE SOLUTION	
Registration Number:	3303739	KEEP THE BEAT	
Registration Number:	1083351	LIFE.PATCH	
Registration Number:	2880592	LIFELINKMD	
Registration Number:	2400340	LIFENET	
Registration Number:	1433701	LIFENET	
Registration Number:	1445015	LIFEPAK	
Registration Number:	1214742	LIFEPAK	
Registration Number:	0935766	LIFEPAK	
Registration Number:	2882889	LIFEPAK CR	
Registration Number:	2964205	LIFEPAK CR PLUS	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2974284	LIFEPAK EXPRESS
Registration Number:	3109908	LIFESAVING MADE SIMPLE
Registration Number:	1436339	PHYSIO CONTROL
Registration Number:	1414815	PHYSIO-CONTROL
Registration Number:	1225724	PHYSIO-CONTROL
Registration Number:	1135675	PHYSIO-CONTROL
Registration Number:	1035260	PHYSIO-CONTROL
Registration Number:	0933932	PHYSIO-CONTROL
Registration Number:	1009769	QUIK-CHARGE
Registration Number:	2409673	QUIK-COMBO
Registration Number:	0881335	QUIK-LOOK
Registration Number:	1364337	QUIK-PACE
Registration Number:	3796719	REDI-CHARGE
Registration Number:	3870115	REDI-PAK
Registration Number:	4199014	REFURBISHED EQUIPMENT FROM THE LIFESAVIN
Registration Number:	4094339	RELI
Registration Number:	4436839	TRUECPR
Registration Number:	4031967	TRUE-LOCK
Registration Number:	4528469	HEALTHEMS
Registration Number:	4528468	HOMESOLUTIONS.NET
Registration Number:	4346847	TAKING CARE TO THE CLOUD
Registration Number:	4346594	SANSIO
Serial Number:	86634977	CPRINSIGHT
Serial Number:	86634971	CPRCOACH
Serial Number:	86498302	QUIK-STEP
Serial Number:	86537029	LIFELINKCENTRAL

CORRESPONDENCE DATA

Fax Number:

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.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER: Elaine Carrera, Legal Assistant

SIGNATURE: /Marina Kelly, Thomson Reuters/

DATE SIGNED: 01/19/2016

Total Attachments: 11

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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.

1. Name of conveying party(ies):

1. Physio-Control, Inc.
2. Scanhealth, Inc.

☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: 1. WA; 2. MN
☐ Other

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 5, 2015

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Second Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: Citibank, N.A., as Collateral Agent

Street Address: CRMS Documentation Unit, 580 Crosspoint Pkwy

City: Getzville

State: NY

Country: USA Zip: 14068

☐ Individual(s) Citizenship
☒ Association Citizenship USA
☐ Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address:

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number:

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

44

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

Elaine Carrera

Signature

January 13, 2016

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

11

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

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

This Trademark Security Agreement, dated as of June 5, 2015 by and between PHYSIO-CONTROL, INC., a corporation formed under the laws of Washington and SCANHEALTH, INC., a corporation formed under the laws of Minnesota (each a “Grantor”), in favor of CITIBANK, N.A., in its capacity as Collateral Agent pursuant to the Second Lien Agreement dated as of June 5, 2015 (in such capacity together with its successors and assigns, the “Grantee”).

W I T N E S S E T H:

Whereas, the Grantor is party to a Second Lien Security Agreement dated as of June 5, 2015 (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.

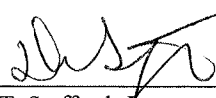
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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 parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

PHYSIO-CONTROL, INC., as the Grantor

By: 
Name: David T. Stafford, Jr.
Title: Executive Vice President and CFO

Signature Page to Grant of Security in U.S. Trademarks [Second Lien]

TRADEMARK
REEL: 005711 FRAME: 0742

SCANHEALTH, INC.


By: 

Name: David T. Stafford, Jr.

Title: Executive Vice President and CFO


Accepted and Agreed:

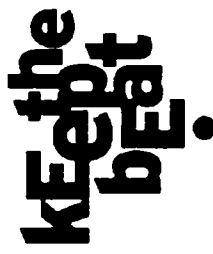

CITIBANK, N.A.,
as Collateral Agent and Grantee

By: 
Name: Scott Slavik
Title: Vice President

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Registrations and Applications:

SERIAL NUMBER	FILING DATE	REG. NUMBER	REG. DATE	WORD MARK	Last Listed Owner
86634977	May 19, 2015			CPRINSIGHT	Physio-Control, Inc.
86634971	May 19, 2015			CPRCOACH	Physio-Control, Inc.
86498302	Jan. 8, 2015			QUIK-STEP	Physio-Control, Inc.
86537029	Feb. 17, 2015			LIFELINKCENTRAL	Physio-Control, Inc.
85809614	2012-12-21	4483628	2014-02-18		Physio-Control, Inc.
74119309	1990-11-30	1703054	1992-07-28	FIRST MEDIC	Physio-Control, Inc.
85638048	2012-05-30	4553458	2014-06-17	CODEMANAGEMENT MODULE	Physio-Control, Inc.

SERIAL NUMBER	FILING DATE	REG. NUMBER	REG. DATE	WORD MARK	Last Listed Owner
73021044	1974-05-09	1027731	1975-12-23	DERMA-JEL	Physio-Control, Inc.
73484455	1984-06-11	1395516	1986-06-03	FASTPAK	Physio-Control, Inc.
73550555	1985-07-29	1383258	1986-02-18	FAST-PATCH	Physio-Control, Inc.
75013145	1995-11-01	2020618	1996-12-03	FIRST MEDIC	Physio-Control, Inc.
85809612	2012-12-21	4483627	2014-02-18	HEART SAFE SOLUTION	Physio-Control, Inc.
78642176	2005-06-02	3303739	2007-10-02	KEEP THE BEAT (and design) 	Physio-Control, Inc.
73127461	1977-05-20	1083351	1978-01-24	LIFE.PATCH (and design) 	Physio-Control, Inc.

SERIAL NUMBER	FILING DATE	REG. NUMBER	REG. DATE	WORD MARK	Last Listed Owner
76076807	2000-06-26	2880592	2004-09-07	LIFELINKMID	Physio-Control, Inc.
74727729	1995-09-12	2400340	2000-10-31	LIFENET	Physio-Control, Inc.
73589652	1986-03-24	1433701	1987-03-24	LIFENET	Physio-Control, Inc.
73615958	1986-08-21	1445015	1987-06-30	LIFEPAK	Physio-Control, Inc.
73340281	1981-12-7	1214742	1982-11-2	LIFEPAK	Physio-Control, Inc.
72390299	1971-04-26	0935766	1972-06-13	LIFEPAK	Physio-Control, Inc.
78113606	2002-03-08	2882889	2004-09-07	LIFEPAK CR	Physio-Control, Inc.
78421248	2004-05-19	2964205	2005-06-28	LIFEPAK CR PLUS	Physio-Control, Inc.
78339514	2003-12-11	2974284	2005-07-19	LIFEPAK EXPRESS	Physio-Control, Inc.
78150765	2002-08-05	3109908	2006-06-27	LIFESAVING MADE SIMPLE	Physio-Control, Inc.
73615960	1986-08-21	1436339	1987-04-14	PHYSIO CONTROL	Physio-Control, Inc.
73572480	1985-12-9	1414815	1986-10-28	PHYSIO-CONTROL	Physio-Control, Inc.
73341071	1981-12-11	1225724	1983-02-01	PHYSIO-CONTROL	Physio-Control, Inc.
73199524	1979-01-10	1135675	1980-05-20	PHYSIO-CONTROL	Physio-Control, Inc.

SERIAL NUMBER	FILING DATE	REG. NUMBER	REG. DATE	WORD MARK	Last Listed Owner
73048747	1975-04-07	1035260	1976-3-9	PHYSIO-CONTROL	Physio-Control, Inc.
72360121	1975-05-18	0933932	1972-05-16	PHYSIO-CONTROL	Physio-Control, Inc.
72454305	1973-04-12	1009769	1975-04-29	QUIK-CHARGE	Physio-Control, Inc.
74576336	1994-09-21	2409673	2000-12-05	QUIK-COMBO	Physio-Control, Inc.
72313833	1968-12-06	0881335	1969-11-25	QUIK-LOOK	Physio-Control, Inc.
73533124	1985-04-19	1364337	1985-10-08	QUIK-PACE	Physio-Control, Inc.
77603172	2008-10-29	3796719	2010-06-01	REDI-CHARGE	Physio-Control, Inc.
77969439	2010-03-26	3870115	2010-11-02	REDI-PAK	Physio-Control, Inc.
85067409	2010-06-21	4199014	2012-08-28	REFURBISHED EQUIPMENT FROM THE LIFESAVING INNOVATORS	Physio-Control, Inc.
85067398	2010-06-21	4094339	2012-01-31	RELI	Physio-Control, Inc.
85126189	2010-09-09	4436839	2013-11-19	TRUECPR	Physio-Control, Inc.
77595270	2008-10-17	4031967	2011-09-27	TRUE-LOCK	Physio-Control, Inc.
86030405	2013-08-06	4528469	2014-05-13	HEALTHEMS	ScanHealth, Inc.
86030325	2013-08-06	4528468	2014-05-13	HOMESOLUTIONS.NET	ScanHealth, Inc.

SERIAL NUMBER	FILING DATE	REG. NUMBER	REG. DATE	WORD MARK	Last Listed Owner
85761937	2012-10-24	4346847	2013-06-04	TAKING CARE TO THE CLOUD	ScanHealth, Inc.
85750534	2012-10-10	4346594	2013-06-04	SANSIO	ScanHealth, Inc.