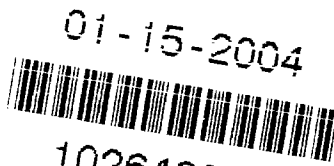


Form PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102646229

To the Director of the United States Patent and Trademark Office: Please receive

attached original documents or copy thereof.

1. Name of conveying party(ies):

ALARIS Medical Systems, Inc.

1.13.04

2. Name and address of receiving party(ies)

Name: Citicorp North America, Inc.

Internal Address: 1st Floor

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☒ Security Agreement ☐ Change of Name
- ☐ Other _____

Street Address: _____

390 Greenwich Street

City: New York State: NY Zip: 10013

Execution Date: June 30, 2003

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

6,213,978

Additional numbers attached? ☐ Yes ☒ No

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

Name: Thomas A. Runk

Internal Address: _____

FULWIDER PATTON LEE & UTECHT, LLP

Street Address: Howard Hughes Center

6060 Center Drive, Tenth Floor

City: Los Angeles State: CA Zip: 90045

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

06-2425

(Attach duplicate copy of this page if paying by deposit account)

JAN 13 AM 7:38
 OP/PR/FINANCE

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Thomas A. Runk

Name of Person Signing

Signature

Date

01/14/2004 DBYRNE 00000146 6213978

01 FC:8021

Total number of pages including cover sheet, attachments, and documents: 5

40.00 UP Mail documents to be recorded with required cover sheet information to:
 Mail Stop Recordation Services, Director of the United States Patent & Trademark Office
 P.O. Box 1450, Alexandria, VA 22313-1450

PATENT
 REEL: 014871 FRAME: 0417

PATENT SECURITY AGREEMENT, dated as of June 30, 2003, by each of the entities listed on the signature pages hereof or which becomes a party hereto pursuant to **Section 7.10 (Additional Grantors)** of the Security Agreement referred to below (each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of CITICORP NORTH AMERICA, INC. ("**Citicorp**"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "**Administrative Agent**").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 30, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among ALARIS MEDICAL SYSTEMS, INC. (the "**Borrower**"), the Lenders, the Issuers and Citicorp, as agent for the Lenders and the Issuers, UBS SECURITIES LLC, as syndication agent for the Lenders and the Issuers (in such capacity, the "**Syndication Agent**") and BEAR STEARNS CORPORATE LENDING INC. and CIBC WORLD MARKETS CORP., as co-documentation agents for the Lenders and the Issuers (in such capacity, each a "**Co-Docummentation Agent**" and collectively, the "**Co-Docummentation Agents**"), the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "**Security Agreement**") pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Patent Collateral**"):

(a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

Section 3. Security Agreement

The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ALARIS MEDICAL SYSTEMS, INC.

as Grantor

By: 

Name: Stuart E. Rickerson

Title: VICE President, General Counsel
& Secretary

ALARIS RELEASE CORPORATION,

as Grantor

By: 

Name: Stuart E. Rickerson

Title: VICE President, Treasurer
& Secretary

ALARIS CONSENT CORPORATION,

as Grantor

By: 

Name: Stuart E. Rickerson

Title: VICE President, Treasurer
& Secretary

RIVER MEDICAL, INC.,

as Grantor

By: 

Name: David L. Schlotterbeck

Title: President & CEO

IVAC OVERSEAS HOLDINGS, INC.,

as Grantor

By: 

Name: Stuart E. Rickerson

Title: Secretary

ACCEPTED AND AGREED
as of the date first above written:

CITICORP NORTH AMERICA, INC.,
as *Administrative Agent*

By: Myles Vassini
Name:
Title:

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT