

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
BEMS Holdings, LLC	04/29/2009
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation
Street Address:	2 Bethesda Metro Center
Internal Address:	Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7066175
Application Number:	11475373
Application Number:	10313526
CORRESPONDENCE DATA	
Fax Number:	(404)541-3160
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	404 815 6500
Email:	mcogburn@kilpatrickstockton.com
Correspondent Name:	Laura Phillips, Kilpatrick Stockton
Address Line 1:	1100 Peachtree Street
Address Line 2:	Suite 2800
Address Line 4:	Atlanta, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	G3560.356786
NAME OF SUBMITTER:	Margaret A. Cogburn

OP \$120.00 7066175

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REEL: 022645 FRAME: 0938

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS Patent and Trademark Security Agreement, dated as of April 29, 2009, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

Whereas, pursuant to the Credit Agreement, dated as of June 4, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Sarnova Acquisition Company (to be merged with and into Tri-anim Health Services, Inc.), Tri-anim Health Services, Inc., BEMS Holdings, LLC, Bound Tree Medical, LLC, Emergency Medical Products, Inc., Sunbelt Medical Supply, Inc., Samova HC, LLC (together, the "Borrowers"), Sarnova, Inc., the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

Whereas, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement, dated as of June 4, 2008, in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

Whereas, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent and Trademark Security Agreement.

Now, Therefore, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark and Patent Collateral. Each Grantor, as collateral security for the 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 and Trademark Collateral"):

Patents:

- (a) all of its Patents, including, without limitation, those referred to on

Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

Trademarks:

(d) all of its Trademarks, including, without limitation, those referred to on Schedule 2 hereto;

(e) all renewals and extensions of the foregoing;

(f) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(g) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent and Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Patent and Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent and Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and


interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

In witness whereof, each Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

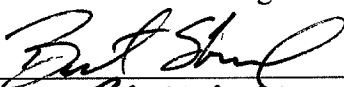
Very truly yours,

BEMS HOLDINGS, LLC
AS GRANTOR

By: 
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name: **BRENT SHEPHERD**
Title: **DULY AUTHORIZED SIGNATORY**

[Signature Page to Patent and Trademark Security Agreement]

Acknowledgment of Grantor

STATE OF OHIO)
) ss
COUNTY OF FRANKLIN)

On this 29th day of April, 2009 before me personally appeared Mark J. Dougherty, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **BEMS Holdings, LLC**, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Member and that he acknowledged said instrument to be the free act and deed of said company.

Clara T. Russell
Notary Public

CLARA T. RUSSELL, Notary Public
In and for the State of Ohio
My Commission Expires Jan. 14, 2012

[Acknowledgement of Grantor for Patent and Trademark Security Agreement]

Schedule 1
to
Patent and Trademark Security Agreement

Patent Registrations

REGISTERED PATENTS

Jurisdiction	Title	Registration No.	Registration Date
USA	Portable Gas Powered Positive Pressure Breathing Apparatus and Method	7066175	6/27/06
Australia	Portable Gas Powered Positive Pressure Breathing Apparatus and Method	2.002E+09	1/17/08

PATENT APPLICATIONS

Jurisdiction	Title	Application No.	Filing Date
USA	Portable Gas Powered Positive Pressure Breathing Apparatus and Method	11475373	6/27/06
USA	Pressure Face Mask and Nasal Mask	10313526	12/5/02
Canada	Portable Gas Powered Positive Pressure Breathing Apparatus and Method	2446614	5/6/02
European Community	Portable Gas Powered Positive Pressure Breathing Apparatus and Method	2744135.1	5/6/02
Hong Kong	Portable Gas Powered Positive Pressure Breathing Apparatus and Method	4105652.4	5/6/02
Japan	Portable Gas Powered Positive Pressure Breathing Apparatus and Method	2002-587004	5/6/02
Mexico	Portable Gas Powered Positive Pressure Breathing Apparatus and Method	PA/a/2003/010124	5/6/02

[Schedule 1 to Patent and Trademark Security Agreement]

Schedule 2
to
Patent and Trademark Security Agreement

Trademark Registrations

REGISTERED TRADEMARKS

Jurisdiction	Mark	Registration No.	Registration Date
Australia	PORTOVENT	1051335	8/22/05
Canada	PORTOVENT	TMA731438	12/23/08
European Community	PORTOVENT	004392387	7/27/06
Singapore	PORTOVENT	T05/06463Z	4/18/05

TRADEMARK APPLICATIONS

Jurisdiction	Mark	Serial No.	Filing Date
USA	PORTO2VENT	77636440	12/18/08
USA	VIBRAPAP	78794261	1/18/06
Canada	PORTO2VENT	1424311	1/13/09

[Schedule 2 to Patent and Trademark Security Agreement]