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PTO-1594 (Rev. 10/02)
 OMB No. 0651-0027 (exp. 6/30/2005)
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DEPARTMENT OF COMMERCE
 U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>HSBC Bank USA</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 <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>ALARIS Medical Systems, Inc.</u> Internal Address: _____</p> <p>Street Address: <u>10221 Wateridge Circle</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92121</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</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) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</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>Execution Date: <u>June 30, 2003</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s)</p> <p><u>1,584,488</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Nickie F. Kubasak</u></p> <p>XXXXXX ADDRESS <u>Fulwider Patton Lee & Utecht, LLP</u></p> <p>Street Address: <u>6060 Center Drive, 10th Fl.</u></p> <p>City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90045</u></p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:</p> <p><u>06-2425</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Nickie F. Kubasak
 Name of Person Signing

Nickie F. Kubasak
 Signature

May 16 / 2004
 Date

Total number of pages including cover sheet, attachments, and document: 7

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Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 002967 FRAME: 0937

RELEASE OF SECURITY INTEREST

THIS AGREEMENT, effective as of June 30, 2003, by and between ALARIS Medical Systems, Inc., a Delaware corporation, having its corporate offices at 10221 Wateridge Circle, San Diego, California, 92121, and HSBC BANK USA, a banking corporation and trust company organized under the laws of the State of New York, having its corporate offices at 452 Fifth Avenue, New York, New York 10018 (referred to herein as the "Parties").

In accordance with the terms and conditions of the Release of Security Interests Letter Agreement entered into between the Parties on this same date and with reference to the release of liens under the Security Agreement dated October 16, 2001 between the Parties, HSBC hereby releases any and all liens and security interests it has or may have in the intellectual property of ALARIS Medical Systems, Inc., including, but not limited to, patents, patent applications, inventions, designs, design registrations, design applications, trademarks, trademark registrations, trademark applications, associated goodwill, copyrights, copyright applications, works, trade secrets, and any intellectual property that may be derived or otherwise related to such intellectual property, including, but not limited to, those listed on Schedule 1 attached hereto, as well as any and all liens and security interests it has or may have in any proceeds of intellectual property of ALARIS Medical Systems, Inc. including, but not limited to, any claim against third parties for past, present or future infringement, misappropriation, dilution or injury to goodwill.

The Parties hereby authorize and request the governing body of any filing office to record this Release in connection with the intellectual property referenced above.

This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the Parties hereto.

[signature page follows]

IN WITNESS WHEREOF, HSBC Bank USA, as Trustee, has caused this Release to be executed by its duly authorized officer on the date first set forth above:

HSBC BANK USA, as Trustee

By: Harriet Brandoff

Print Name: HARRIET BRANDOFF
VICE PRESIDENT

Title: _____



SCHEDULE IA

TRADEMARK REGISTRATIONS

COUNTRY	MARK	SERIAL NO.	FILED	REGISTRATION NO.	REG. DATE
U.S.	ACCUSLIDE	74/656,561	4/5/1995	2,130,914	1/20/1998
U.S.	ADD-I-MED			1,317,876	2/5/1985
U.S.	ALARIS	75/234,438	1/31/1997	2,279,724	9/21/1999
U.S.	ALARIS	75/223,900	1/10/1997	2,371,410	7/25/2000
U.S.	ALARIS MEDICAL SYSTEMS	75/261,470	3/21/1997	2,375,613	8/8/2000
U.S.	AUTOTAPER	053,056	4/26/1990	1,809,978	12/7/1993
U.S.	CORE (& Design)	74/071133	6/20/1990	1,811,424	12/14/1993
U.S.	CORE-CHECK	74/207,765	9/30/1991	1,711,462	9/1/1992
U.S.	CRIS	73/582,601	2/13/1986	1,412,187	10/7/1986
U.S.	CRIS	73,650,092	3/19/1987	1,461,797	10/20/1987
U.S.	DIVERSA-CUF	74/146,791	3/11/1991	1,670,155	12/31/1991
U.S.	DYNAMIC MONITORING	74/527,927	5/19/1994	2,246,282	5/18/1999
U.S.	FLO-STOP	698,869	12/2/1987	1,534,147	4/11/1989
U.S.	GEMINI (Stylized)	754,230	9/26/1988	1,585,469	3/6/1990
U.S.	GEMINI PC-1	751,426	9/12/1988	1,584,487	2/27/1990
U.S.	GEMINI PC-2	751,430	9/12/1988	1,584,488	2/27/1990
U.S.	GEMINI PC-2TX	74/495,385	2/28/1994	1,888,353	4/11/1995
U.S.	GEMINI PC-4	126,179	12/21/1990	1,777,111	6/15/1993
U.S.	GENIE	75/093,859	4/25/1996	2,188,176	9/8/1998
U.S.	GUARDRAILS	76/133,423	9/21/2000	2,589,696	7/2/2002
U.S.	GUARDRAILS	76/133,774	9/21/2000	2,691,453	2/25/2003
U.S.	IMED	21,804	5/17/1974	1,010,369	5/13/1975
U.S.	IMED (Stylized)	358,529	4/5/1982	1,250,233	9/6/1983
U.S.	INFU-CHECK	73/386/799	9/20/1982	1,259,330	11/29/1983
U.S.	IVAC	72/336,573	6/8/1971	913,149	6/8/1971
U.S.	IVAC	72/405,570	10/20/1971	948,713	12/12/1972

COUNTRY	MARK	SERIAL NO.	FILED	REGISTRATION NO.	REG. DATE
U.S.	IVAC	73/390,755	9/28/1982	1,259,901	12/6/1983
U.S.	KEOFEED	73/092,540	7/6/1976	1,055,988	1/11/1977
U.S.	KEOFEED	73/396,919	9/30/1982	1,283,233	6/26/1984
U.S.	MACRODOT			1,365,426	10/15/1985
U.S.	MEDMATE	74-205,066	9/19/1991	1,812,828	12/21/1993
U.S.	MEDSHELL	74-205,068	9/19/1991	1,842,315	6/28/1994
U.S.	MEDSYSTEM III	74/610,721	12/13/1994	1,952,843	1/30/1996
U.S.	MICROSTAR	75/064,874	2/28/1996	2,166,242	6/16/1998
U.S.	MICROSTAR (Stylized with Stars)	75/220,462	1/2/1997	2,166,563	6/16/1998
U.S.	Misc. Design (Star w/ Concentric Swirls - ALARIS)	75/234,437	1/31/1997	2,285,941	10/12/1999
U.S.	NEO-MATE	73/462,917	7/27/1984	1,320,527	2/19/1985
U.S.	PATIENT SOLUTIONS INC.	74-205,067	9/16/1991	1,815,391	1/4/1994
U.S.	PC-1	006423	11/30/1989	1,629,955	1/1/1991
U.S.	PC-2	702,533	12/23/1987	1,528,063	3/7/1989
U.S.	PC-2TX	74/495,389	2/28/1994	1,888,354	4/11/1995
U.S.	PRESETS	75/793,619	9/7/1999	2,538,972	2/19/2002
U.S.	PRIME-SAVER	76/090,962	7/17/2000	2,645,127	11/5/2002
U.S.	READYMED	028,762	2/14/1990	1,757,597	3/9/1993
U.S.	SIGNATURE EDITION	74/528,474	5/19/1994	2,129,214	1/13/1998
U.S.	SITE•SAVER	73/550,553	7/29/1985	1,381,206	2/4/1986
U.S.	SMARTSITE	75/096,727	4/30/1996	2,166,307	6/16/1998
U.S.	SPACE SAVER	74/512,684	4/14/1994	1,884,802	3/21/1995
U.S.	SPEC-SETS	73/462,919	1/27/1984	1,329,409	4/9/1985
U.S.	STAR•FLOW	73/582,600	2/13/1986	1,409,337	9/16/1986
U.S.	SURE-TOP	73/519/874	1/30/1985	1,352,647	8/6/1985
U.S.	TEMP-PLUS	73/380,361	8/17/1982	1,276,851	5/8/1984
U.S.	TURBO TEMP	75/554627	9/17/1998	2,585,689	6/25/2002
U.S.	VERSASAFE	74/584,703	10/13/1994	2,000,339	9/10/1996

COUNTRY	MARK	SERIAL NO.	FILED	REGISTRATION NO.	REG. DATE
U.S.	VERSATAPER	809,903	6/29/1989	1,637,498	3/12/1991
U.S.	VITAL•CHECK	73/386,798	9/20/1982	1,285,145	7/10/1984

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SCHEDULE IB**PENDING TRADEMARK APPLICATIONS FOR REGISTRATION**

Country	Mark	Serial No.	Filing Date
U.S.	ALARIS AEP	76/363,095	1/25/2002
U.S.	ALARIS AEP	76/363,096	1/25/2002
U.S.	ASENA	75/870,644	12/13/1999
U.S.	ASENA	75/870,643	12/13/1999
U.S.	ASENA & Design	76/433,268	7/22/2002
U.S.	ASENA & Design	76/433,269	7/22/2002
U.S.	Design (Colors Blue and Transparent)	76/283,974	7/12/2001
U.S.	Design (Colors Blue, White and Transparent)	76/283,895	7/12/2001
U.S.	DOCTILE	75/892,935	1/10/2000
U.S.	DOCTILE	75/892,934	1/10/2000
U.S.	MEDFLASH	78/185,280	11/14/2002
U.S.	MEDLEY	75/808,630	9/24/1999
U.S.	MEDLEY	75/808,629	9/24/1999
U.S.	MEDLEY	78/181,356	11/4/2002
U.S.	SMARTMEASURE	78/218,438	2/24/03
U.S.	SMARTPRACTICE	78/185,275	11/14/02

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