

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allied Healthcare International Inc.		12/12/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	5 The North Colonnade, Canary Wharf		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 4BB		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78699137	WE'LL LOOK AFTER YOU	
Serial Number:	78699122	ALLIED HEALTHCARE INTERNATIONAL INC.	
Serial Number:	78699114	ALLIED HEALTHCARE INTERNATIONAL INC.	
Serial Number:	76382852	ALLIED HEALTHCARE INTERNATIONAL INC	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	Oleh.Hereliuk@federalresearch.com		
Correspondent Name:	CBCInnovis dba Federal Research		
Address Line 1:	1023 Fifteenth Street, NW, Ste 401		
Address Line 2:	attn: Oleh Hereliuk		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	373781		
DOMESTIC REPRESENTATIVE			

CH \$115.00 78699137

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	12/14/2006

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 12, 2006, among Allied Healthcare International Inc. (the "**Grantor**") and Barclays Bank PLC, as security agent for the Secured Parties (as defined in the Facility Agreement referred to below) (herein in such capacity, the "**Security Agent**").

RECITALS

Allied Healthcare Group Holdings Limited., ("**Allied**") and certain subsidiaries of Allied, as Borrowers and Guarantors, have entered into an Amended and Restated Facility Agreement dated, December 12, 2006 (as the same may be amended, restated, supplemented or otherwise modified, the "**Facility Agreement**").

The Grantor is a party to a Pledge and Security Agreement, dated the date hereof, in favor of the Security Agent (the "**Pledge and Security Agreement**"), pursuant to which the Grantor is required to execute and deliver this Agreement.

In consideration of the mutual conditions and agreements set forth in the Facility Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

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

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Obligations, the Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Senior Finance Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

"**Intellectual Property Collateral**" means each Grantor's right, title and interest in, to and under

(a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto,

(b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto and

(c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;

(d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;

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

(f) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present, future (i) infringement or dilution of any (x) Copyright or Copyright Licensed under any Copyright License, (y) Trademark or Trademark licensed under any Trademark License or (z) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3 Separate and Distinct Grants of Security

Notwithstanding anything to the contrary contained in this Agreement, the Grantor and the Security Agent (on behalf of the Secured Parties) acknowledge and agree that the Security Interests granted pursuant to this Agreement to the Security Agent (a) for the benefit of the Senior Finance Parties and securing the Secured Obligations, shall be a "first" priority Security Interest in the Collateral, junior to no other Security Interests.

SECTION 4 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event shall the Collateral include and the Grantor shall not be deemed to have granted a Security Interest in, any of its right, title or interest in any Intellectual Property if the grant of such Security Interest shall constitute or result in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

SECTION 5 Pledge and Security Agreement

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to the Security Agent pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interests granted to them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 6 Governing Law

THIS 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, INCLUDING WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ALLIED HEALTHCARE INTERNATIONAL INC.

By Tim Aitken
Name: **TIMOTHY MAXWELL AITKEN**
Title: **DIRECTOR**

ACCEPTED AND AGREED:
BARCLAYS BANK PLC, as Security Agent

By _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ALLIED HEALTHCARE INTERNATIONAL INC.

By _____

Name:

Title:

**ACCEPTED AND AGREED:
BARCLAYS BANK PLC, as Security Agent**

By  _____

Name: GARY PRICE

Title: ASSOCIATE DIRECTOR

**SCHEDULE I
COPYRIGHT REGISTRATIONS**

None.

SCHEDULE II
PATENT REGISTRATIONS

None.

SCHEDULE III
TRADEMARK REGISTRATIONS

Owned by Allied Healthcare International Inc.:

Serial Number	Filing Date	Word Mark
78699137	August 24, 2005	WE'LL LOOK AFTER YOU
78699122	August 24, 2005	ALLIED HEALTHCARE INTERNATIONAL INC.
78699114	August 24, 2005	ALLIED HEALTHCARE INTERNATIONAL INC.
76382852	March 13, 2002	ALLIED HEALTHCARE INTERNATIONAL INC

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