

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Resignation and Appointment of Agent

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Specialty Lending Group, L.P.		08/15/2008	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as Collateral Agent
Street Address:	One Boston Place
Internal Address:	Suite 1800
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	77121505	E/CODE
Serial Number:	77121465	E/POINT
Serial Number:	77015018	LYNX MEDICAL SYSTEMS
Serial Number:	77015031	LYNX MEDICAL SYSTEMS
Serial Number:	77053149	LYNX MEDICAL SYSTEMS
Serial Number:	77052955	LYNX MEDICAL SYSTEMS
Serial Number:	77053117	LYNX
Serial Number:	78594787	CAREBRIDGE
Serial Number:	77139148	C/POINT
Serial Number:	77139127	LYNX
Serial Number:	77139949	E/MAP
Serial Number:	77139974	LYNX
Serial Number:	77139964	LYNX

OP \$465.00 77121505

Serial Number:	77169772	LYNX
Serial Number:	78579785	NEXUS SYSTEM
Serial Number:	77165791	LYNX LINES
Serial Number:	77166302	DRIVING VALUE IN EMERGENCY MEDICINE
Serial Number:	77166297	DRIVING VALUE IN EMERGENCY MEDICINE

CORRESPONDENCE DATA

Fax Number: (312)863-7494

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (312) 863-7294

Email: sarah.endres@goldbergkohn.com

Correspondent Name: Sarah Endres

Address Line 1: c/o Goldberg Kohn, 55 E. Monroe Street

Address Line 2: Suite 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.172
NAME OF SUBMITTER:	Sarah Endres
Signature:	/sarah endres/
Date:	08/29/2008

Total Attachments: 5

source=Resignation and Appointment of Agent Lynx#page1.tif

source=Resignation and Appointment of Agent Lynx#page2.tif

source=Resignation and Appointment of Agent Lynx#page3.tif

source=Resignation and Appointment of Agent Lynx#page4.tif

source=Resignation and Appointment of Agent Lynx#page5.tif

**RESIGNATION AND APPOINTMENT OF AGENT UNDER
TRADEMARK SECURITY AGREEMENT**

This RESIGNATION AND APPOINTMENT OF AGENT UNDER TRADEMARK SECURITY AGREEMENT is made as of this 15 day of August, 2008 between GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. (hereinafter referred to as the "**Resigning Agent**") and WELLS FARGO FOOTHILL, INC., a California corporation, in its capacity as Collateral Agent (hereinafter referred to as the "**Successor Agent**").

WITNESSETH

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of August 8, 2007, by and among Lynx Medical Systems, Inc. ("**Grantor**"), the other Credit Parties thereto from time to time, the Lenders party thereto from time to time, and Resigning Agent as Administrative Agent and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"; all capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Credit Agreement), Lenders agreed to make the Loans to Borrowers;

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of August 8, 2007, by and among Grantor, the other grantors party thereto from time to time, and Resigning Agent, as Collateral Agent, Grantor granted Resigning Agent a security interest in certain of Grantor's assets, including, without limitation, its trademarks and trademark applications;

WHEREAS, Resigning Agent and Grantor entered into that certain Trademark Security Agreement dated as of August 8, 2007, which was recorded in the records of the United States Patent and Trademark Office at Reel 003598, Frame 0177 (hereinafter referred to as the "**Mortgage**"); and

WHEREAS, Resigning Agent and Successor Agent entered into that certain Resignation and Appointment of Agent Agreement ("**Agency Agreement**") dated as of September 5, 2007, whereby Resigning Agent resigned in its capacity as Administrative Agent and Collateral Agent under the Credit Agreement and the other Credit Documents and Successor Agent was appointed as Administrative Agent and Collateral Agent under the Credit Agreement and the other Credit Documents.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Resigning Agent is released from each and all of its obligations, rights, powers and duties as "Collateral Agent" under the Mortgage, and Successor Agent assumes and accepts all such obligations, rights, powers and duties of the "Collateral Agent" under the Mortgage, including without limitation any such obligations, rights, powers and duties with respect to the trademarks, trademark applications and trademark licenses identified on

Schedule I attached hereto. All references in the Mortgage to the "Collateral Agent" shall, hereinafter, be deemed to refer to the Successor Agent.

2. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

3. This Agreement shall be governed by and construed in accordance with the laws of the state of New York.

4. To the extent this Resignation and Appointment of Agent Under Trademark Security Agreement is in conflict or otherwise inconsistent with the Agency Agreement, the terms and provisions of the Agency Agreement shall govern.

This Resignation and Appointment of Agent Under Trademark Security Agreement is made this 15 day of August, 2008.

[signature page follows]

GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P.

By 
Its Authorized Signatory

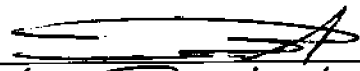
WELLS FARGO FOOTHILL, INC.

By _____
Its _____

GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P.

By _____
Its _____

WELLS FARGO FOOTHILL, INC.

By  _____
Its Vice President

SCHEDULE I

Lynx Medical Systems, Inc. Trademark Applications

Country	Trademark	App. No.	App. Date
USA	E/CODE	77121505	March 2, 2007
USA	E/POINT	77121465	March 2, 2007
USA	LYNX MEDICAL SYSTEMS	77015018	October 5, 2006
USA	LYNX MEDICAL SYSTEMS	77015031	October 5, 2006
USA	LYNX MEDICAL SYSTEMS	77053149	November 29, 2006
USA	LYNX MEDICAL SYSTEMS	77052955	November 29, 2006
USA	LYNX	77053117	November 29, 2006
USA	CAREBRIDGE	78594787	March 24, 2005
EU	LYNX MEDICAL SYSTEMS	5810973	April 4, 2007
USA	C/POINT	77139148	March 23, 2007
USA	LYNX	77139127	March 23, 2007
USA	E/MAP	77139949	March 26, 2007
USA	LYNX	77139974	March 26, 2007
USA	LYNX	77139964	March 26, 2007
USA	LYNX	77169772	May 1, 2007
USA	NEXUS SYSTEM	78579785	March 3, 2005
USA	LYNX LINES	77165791	April 25, 2007
USA	DRIVING VALUE IN EMERGENCY MEDICINE	77166302	April 26, 2007
EU	CAREBRIDGE	5811021	April 4, 2007
CND	NEXUS SYSTEM	1270588	August 31, 2005
USA	DRIVING VALUE IN EMERGENCY MEDICINE	77166297	April 26, 2007