Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Polymer Technology Systems, Inc.		02/18/2009	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	1 East Ohio Street
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46277
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	78621442	CARDIOCHEK
Serial Number:	77523266	CARDIOCHEK LINK
Serial Number:	78745825	CARDIOLINK
Serial Number:	75534138	CHOLESTRON
Serial Number:	75532480	CHOLESTRON
Serial Number:	77464715	CLEANCHEK
Serial Number:	76308293	
Serial Number:	75583849	LIFESTREAM TECHNOLOGIES
Serial Number:	75583846	LIFESTREAM TECHNOLOGIES
Serial Number:	75630524	LIFESTREAM TECHNOLOGIES
Serial Number:	75630522	LIFESTREAM TECHNOLOGIES
Serial Number:	75630575	
Serial Number:	75630576	
Serial Number:	78646600	PTS
		TRADEMARK

TRADEMARK " REEL: 003939 FRAME: 0589

900127619

Serial Number:	77446385	PTS
Serial Number:	78640726	PTS PANELS
Serial Number:	76074542	THE DATA CONCERN
Serial Number:	77336655	МЕМО СНІР

CORRESPONDENCE DATA

Fax Number: (317)231-7433

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

3172311313 Phone: Email: jgard@btlaw.com Correspondent Name: Julia Spoor Gard

Address Line 1: 11 South Meridian Street Address Line 2: Barnes & Thornburg LLP

Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	28146-186
NAME OF SUBMITTER:	Julia Spoor Gard
Signature:	/jsg/
Date:	02/20/2009

Total Attachments: 21

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is executed as of the day of February, 2009, by and between Polymer Technology Systems, Inc., an Indiana corporation ("Grantor"), and JPMorgan Chase Bank, N.A., a national banking association (the "Bank").

WITNESSETH:

WHEREAS, Grantor and the Bank are parties to that certain Credit Agreement dated as of August 31, 2005, as amended (as amended, and as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Credit Agreement");

WHEREAS, Grantor and the Bank are parties to that certain Export Loan Agreement dated as of September 20, 2006, as amended (as amended, and as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Export Loan Agreement, and, together with the Credit Agreement, hereinafter collectively referred to as the "Loan Agreement");

WHEREAS, Grantor and the Bank are parties to that certain Continuing Security Agreement dated as of December 21, 2004 (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Security Agreement"), pursuant to which Grantor has granted a security interest in certain of its assets to the Bank; and

WHEREAS, pursuant to the terms of the Loan Agreement, the Bank has required Grantor to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the Liabilities (as defined in the Credit Agreement) and all of the Borrower's Obligations (as defined in the Export Loan Agreement, and, together with the Liabilities, hereinafter referred to collectively as the "Obligations"), and (ii) as a condition precedent to the making of any loans, advances and any other financial accommodations by the Bank under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. <u>Defined Terms.</u>

- (a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement. Unless otherwise defined herein or in the Loan Agreement, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.
- (b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular

provision of this Agreement, and section references are to this Agreement unless otherwise specified.

- (c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and <u>vice versa</u>, unless otherwise specified.
- 2. <u>Incorporation of Premises.</u> The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.
- 3. <u>Incorporation of the Loan Agreement.</u> The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.
- 4. <u>Security Interest in Trademarks.</u> To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Grantor hereby grants to the Bank a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Grantor's now owned or existing and hereafter acquired or arising:
 - (i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof. (c) the right to sue for past, present and fixture infringements and dilutions thereof. (d) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (e) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and
 - (ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 4, the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any

reason whatsoever, the provisions of this <u>Section 4</u> shall be deemed to apply thereto automatically.

- 5. Restrictions on Future Agreements. Grantor will not, without the Bank's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Bank under this Agreement or the rights associated with the Trademarks or Licenses.
- New Trademarks and Licenses. Grantor represents and warrants that (a) the 6. Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by Grantor, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which Grantor is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by Grantor to any Person other than the Bank (other than any lien, claim or security interest arising with the consent of the Bank that is expressly subordinated to Bank's interest).. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto. Grantor shall give to the Bank prompt written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence after the occurrence thereof. Grantor hereby authorizes the Bank to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.
- 7. Royalties. Grantor hereby agrees that the use by the Bank of the Trademarks and Licenses as authorized hereunder in connection with the Bank's exercise of its rights and remedies under paragraph 15 or pursuant to the Security Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Bank to Grantor.
- 8. <u>Right to Inspect: Further Assignments and Security Interests.</u> The Bank may at all reasonable times (and at any time when a default exists) have access to, examine, audit, make copies (at Grantor's expense) and extracts from and inspect Grantor's premises and examine

Grantor's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, the Bank shall use reasonable efforts not to disturb unnecessarily the conduct of Grantor's ordinary business operations. From and after the occurrence of a default, Grantor agrees that the Bank, or a conservator appointed by the Bank, shall have the right to establish such reasonable additional product quality controls as the Bank or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Grantor agrees (i) not to sell or assign its respective interests in the Trademarks or the Licenses, or grant any license under the Trademarks, without the prior and express written consent of the Bank, (ii) to maintain the quality of such products as of the date hereof at a level sufficient to preserve any applicable Trademarks, and (iii) not to change the quality of such products in any material respect without the Bank's prior and express written consent.

- 9. Nature and Continuation of the Bank's Security Interest; Termination of the Bank's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations have been paid in full in cash and the Loan Agreement and the Security Agreement have been terminated. When this Agreement has terminated, the Bank shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Bank's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Bank pursuant to this Agreement or the Security Agreement.
- 10. <u>Duties of Grantor.</u> Grantor shall have the duty, to the extent desirable in the normal conduct of Grantor's business, to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement. Grantor further agrees to use its best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by Grantor. The Bank shall have no duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, the Bank shall be under no obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Bank may do so at its option from and after the occurrence of a default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and shall be added to the Obligations secured hereby.
- 11. The Bank's Right to Sue. From and after the occurrence of a default, the Bank shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Bank shall commence any such suit, Grantor shall, at the request of the Bank, do any and all lawful acts and execute any and all proper documents required by the Bank in aid of such enforcement. Grantor shall, upon demand, promptly reimburse the Bank for all costs and expenses incurred by the Bank in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Bank).

- 12. <u>Waivers.</u> The Bank's failure, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Bank thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and the Bank have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Bank unless such suspension or waiver is in writing signed by an officer of the Bank and directed to Grantor specifying such suspension or waiver.
- 13. <u>Severability.</u> Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- 14. <u>Modification</u>. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in <u>paragraph 6</u> hereof or by a writing signed by the parties hereto.
- Cumulative Remedies; Power of Attorney. Grantor hereby irrevocably designates, constitutes and appoints the Bank (and all Persons designated by the Bank in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes the Bank and any of the Bank's designees, in Grantor's or the Bank's name, to take any action and execute any instrument which the Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from and after the occurrence and during the continuance of a default and the giving by the Bank of notice to Grantor of the Bank's intention to enforce its rights and claims against Grantor, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Bank in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Bank deems in its best interest. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full in cash and the Loan Agreement shall have been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Bank under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies. The Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of a default and the election by the Bank to exercise any of its remedies under the Uniform Commercial Code with respect to the Tradentarks and Licenses, Grantor agrees to

assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Bank or any transferee of the Bank and to execute and deliver to the Bank or any such transferee all such agreements, documents and instruments as may be necessary, in the Bank's sole discretion, to effect such assignment, conveyance and transfer. All of the Bank's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of a default, the Bank may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other loan documents. Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Bank may give any shorter notice that is commercially reasonable under the circumstances.

- 16. <u>Successors and Assigns.</u> This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of each of the Bank and its nominees, successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; <u>provided</u>, <u>however</u>, that Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Bank's prior written consent.
- 17. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflict of laws provisions) and decisions of the State of Indiana.
- 18. <u>Notices.</u> All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.
- 19. <u>Section Titles.</u> The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.
- 20. <u>Execution in Counterparts.</u> This Agreement may be executed in any number of counterparts and by different parties hereto 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.
- 21. <u>Merger.</u> This Agreement represents the final agreement of the Grantor with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Grantor and the Bank.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

> Polymer Technology Systems, Inc., as the Grantor

Name: Robert S. Huffstodt

Title: President and CEO

JPMorgan Chase Bank, N.A., as the Bank

By: Mandy M. Parris
Title: Vice Presiden

TRADEMARK

REEL: 003939 FRAME: 0597

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Polymer Technology Systems, Inc.,

as the Grantor

By:

Name: Robert S. Huffstodt Title: President and CEO

JPMorgan Chase Bank, N.A., as the Bank

MARGARET M. ENRIGHT NOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMISSION EXPIRES 05/03/16

By: Mandy M. Parris
Title: Vice President

ACKNOWLEDGMENT

STATE OF INDIANA)
COUNTY OF MARION) SS:)
Huffstodt, the President and CEO	in and for the State of Indiana, personally appeared Robert S. of Polymer Technology Systems, Inc., who, first being duly on of the foregoing instrument for and on behalf of said ficer.
WITNESS my hand and Not	tarial Seal this 18th day of February, 2009.
MARGARET M. ENRIGHT NOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMISSION EXPIRES 05/03/16	Notary Public Margaret M. Enrichet Printed
I am a resident of Mariow County, IN My commission expires: May 3 76/6	· -
<u> </u>	ACKNOWLEDGMENT
STATE OF INDIANA) SS: COUNTY OF MARION)	
M. Parris, a Vice President of JP	in and for the State of Indiana, personally appeared Mandy Morgan Chase Bank, N.A., who, first being duly sworn, e foregoing instrument for and on behalf of said national rized officer.
WITNESS my hand and Nota	arial Seal this 18th day of February, 2009
MARGARET M. ENRIGHT NOTARY PUBLIC STATE OF INDIANA MARION COUNTY MY COMMISSION EXPIRES 05/03/16	Notary Public Margaret M. Ehricher
I am a resident of Maria— County, Indiana My commission expires: Maria— County, Indiana	Timed

Schedule A

to

Trademark Security Agreement

Dated as of February 18th, 2009

Registered Trademarks and Service Marks

Case Number Sub	Case Country	Registration Number	Registration Date
CARDIOCHEK 023134.0102 AU Country: PB Reference No.: Resp. Office: Classes:	023134.0102TMWP DV		October 25, 2006
CARDIOCHEK 023134.0102 CY Country: PB Reference No.: Resp. Office: Classes:	DV	880515	November 2, 2005
CARDIOCHEK 023134.0102 DK Country: PB Reference No.: Resp. Office: Classes:	023134.0102TMWP DV	880515	November 2, 2005
CARDIOCHEK 023134.0102 EM Country: PB Reference No.: Resp. Office: Classes:	DV	006062897	July 3, 2007
CARDIOCHEK 023134.0102 FI Country: PB Reference No.: Resp. Office: Classes:	023134.0102TMWP DV	880515	November 2, 2005; January 11, 2008
CARDIOCHEK 023134.0102 DE Country:	Germany	880515	November 2, 2005; July 17, 2007

PB Reference No.: 023134.0102TMWP

Resp. Office: DV Classes: 10

CARDIOCHEK

880515

November 2, 2005; October 17, 2006

023134.0102 HU

Country: Hungary

PB Reference No.: 023134.0102TMWP

Resp. Office: DV Classes: 10

CARDIOCHEK 023134.0102 WP A0002970 880515 November 2, 2005; November 2, 2005

Country: Int'l Registration - Madrid Protocol Only

PB Reference No.: 023134.0102TMWP

Resp. Office: DV Classes: 10

CARDIOCHEK

880515

November 2, 2005

023134.0102 IE

Country: Ireland

PB Reference No.: 023134.0102TMWP

Resp. Office: DV Classes: 10

CARDIOCHEK

880515

November 2, 2005

023134.0102 NO

Country: Norway

PB Reference No.: 023134.0102TMWP

Resp. Office: DV Classes: 10

CARDIOCHEK

880515

November 2, 2005

023134.0102 RS

Country: Serbia

PB Reference No.: 023134.0102TMWP

Resp. Office: DV Classes: 10

CARDIOCHEK 023134.0102 SG T06/08524Z 880515 November 2, 2005 July 20, 2006

Country: Singapore

PB Reference No.: 023134.0102TMWP

Resp. Office: DV Classes: 10

CARDIOCHEK 023134.0102 SE 880515 880515 November 2, 2005 March 19, 2008

Country: Sweden

PB Reference No.: 023134.0102TMWP

Resp. Office: DV Classes: 10

CARDIOCHEK

880515

November 2, 2005

023134.0102 CH

Country: Switzerland

10

PB Reference No.: 023134.0102TMWP

Resp. Office: DV Classes: 10

CARDIOCHEK 023134.0102 SY

Country: Syria

PB Reference No.: 023134.0102TMWP

Resp. Office: DV Classes: 10

CARDIOCHEK 023134.0102 GB

Country: United Kingdom PB Reference No.: 023134.0102TMWP

Resp. Office: DV Classes: 10

CARDIOCHEK

023134.0102 TM US Country: United States of America

PB Reference No.:023134.0102TMUS

Resp. Office: DV Classes: 10

CARDIOCHEK DATALINK

023134.0210 US

Country: United States of America PB Reference No.: 023134.0210TMUS

Resp. Office: DV

CARDIOCHEK DIRECT

023134.0125 US

Country: United States of America PB Reference No.: 023134.0125TMUS

Resp. Office: DV

CARDIOCHEK LINK (standard characters)

023134.0211 US

Country: United States of America PB Reference No.: 023134.0211TMUS

Resp. Office: DV Classes: 9

CARDIOLINK

023134.0123 AM

Country: Armenia

PB Reference No.: 023134.0123TMWP

Resp. Office: DV

CARDIOLINK 023134.0123 AU

Country: Australia

PB Reference No.: 023134.0123TMWP

Resp. Office: DV

November 2, 2005 880515 880515

April 2, 2007

November 2, 2005

78/621442

880515

3085202

May 2, 2005 April 25, 2006

Unfiled

Unfiled

77/523266

July 16, 2008

898731

1142998

April 26, 2006 September 9, 2007

April 26, 2006

11

CARDIOLINK

023134.0123 TM BR

Country: Brazil

PB Reference No.: 023134.0123TMBR

Resp. Office: DV Classes: 10

CARDIOLINK

1299459

April 27, 2006

023134.0123 TM CA

Country: Canada

PB Reference No.: 023134.0123TMCA

Resp. Office: DV Classes: 10

CARDIOLINK

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April 26, 2006

023134.0123 CU

Country: Cuba

PB Reference No.: 023134.0123TMWP

Resp. Office: DV

CARDIOLINK

898731

April 26, 2006

023134.0123 EM

Country: European Community

PB Reference No.: 023134.0123TMWP

Resp. Office: DV

October 26, 2006

CARDIOLINK

898731

April 26, 2006

023134.0123 GE

Country: Georgia

898731

November 14, 2007

PB Reference No.: 023134.0123TMWP

Resp. Office: DV

CARDIOLINK

300630927

May 2, 2006

023134.0123 TM HK

Country: Hong Kong

PB Reference No.: 023134.0123TMHK

Resp. Office: DV Classes: 10

CARDIOLINK

A0004559

April 26, 2006

023134.0123 WP

898731

April 26, 2006

Country: Int'l Registration - Madrid Protocol Only

PB Reference No.: 023134.0123TMWP

Resp. Office: DV

898731

CARDIOLINK 023134.0123 JP

898731

April 26, 2006

Country: Japan

PB Reference No.: 023134.0123TMWP

August 23, 2007

Resp. Office: DV

898731

April 26, 2006

CARDIOLINK 023134.0123 KP

12

Country: Korea, Democratic People's Republic of

PB Reference No.: 023134.0123TMWP

Resp. Office: DV

CARDIOLINK

898731 April 26, 2006

May 2, 2006

August 28, 2006

023134.0123 KR

Country: Korea, Republic of PB Reference No.: 023134.0123TMWP

Resp. Office: DV

CARDIOLINK

023134.0123 TM MY

Country: Malaysia

PB Reference No.: 023134.0123TMMY

Resp. Office: DV Classes: 10

CARDIOLINK

780350 949167 023134.0123 TM MX

Country: Mexico

PB Reference No.: 023134.0123TMMX

Resp. Office: DV Classes: 9

CARDIOLINK 898731 April 26, 2006

023134.0123 NO

Country: Norway

PB Reference No.: 023134.0123TMWP

Resp. Office: DV

CARDIOLINK April 26, 2006 898731 023134.0123 SG February 12, 2007

Country: Singapore

PB Reference No.: 023134.0123TMWP

Resp. Office: DV

2006/09304 **CARDIOLINK** April 28, 2006

023134.0123 TM ZA

Country: South Africa

PB Reference No.: 023134.0123TMZA

Resp. Office: DV Classes: 10

CARDIOLINK 095022267 May 2, 2006 April 16, 2007 023134.0123 TM TW 095022267

Country: Taiwan

PB Reference No.: 023134.0123TMTW

Resp. Office: DV Classes: 9

CARDIOLINK 898731 April 26, 2006 December 10, 2007 023134.0123 TR

Country: Turkey

PB Reference No.: 023134.0123TMWP

Resp. Office: DV

13

November 2, 2005 78/745825 CARDIOLINK 023134.0123 TM US Country: United States of America PB Reference No.: 023134.0123TMUS Resp. Office: DV Classes: 10 September 24, 1990 AM487290 **CHOLESTRON** June 12, 1991 136105 023134.0144 AT Country: Austria PB Reference No.: 023134.0144TMAT Resp. Office: DV September 26, 1990 752477 **CHOLESTRON** April 2, 1991 482450 023134.0144 BX Country: Benelux PB Reference No.: 023134.0144TMBX Resp. Office: DV 25726 February 17, 1989 **CHOLESTRON** March 20, 1992 395762 023134.0144 CA Country: Canada PB Reference No.: 023134.0144TMCA Resp. Office: DV 7413/90 September 28, 1990 **CHOLESTRON** October 25, 1991 7360/91 023134.0144 DK Country: Denmark PB Reference No.: 023134.0144TMDK Resp. Office: DV February 27, 1989 CHOLESTRON F372209 March 9, 1990 1155591 023134.0144 DE Country: Germany PB Reference No.: 023134.0144TMDE Resp. Office: DV September 26, 1990 CHOLESTRON 90/4941 February 21, 1992 149357 023134.0144 NO Country: Norway PB Reference No.: 023134.0144TMNO Resp. Office: DV

CHOLESTRON

023134.0144 CH

Country: Switzerland PB Reference No.: 023134.0144TMCH

Resp. Office: DV

CHOLESTRON Class 10 023134.0144 US

Country: United States of America PB Reference No.: 023134.0144TMUS Resp. Office: DV

August 7, 1998 November 27, 2001

September 25, 1990

August 20, 1991

14

69761907 384540

75/534138

2513024

CHOLESTRON Class 9

023134.0143 US

75/532480 2435646

77/464715

August 7, 1998 March 13, 2001

May 2, 2008

Country

Country: United States of America

PB Reference No.: 023134.0143TMUS

Resp. Office: DV Classes: 9

CLEANCHEK (standard characters)

023134.0150 US

Country: United States of America
PB Reference No.: 023134.0150TMUS

Resp. Office: DV Classes: 21

DESIGN

023134.0141 US

76/308293 2844227 September 4, 200 May 25, 2004

Country: United States of America

PB Reference No.: 023134.0141TMUS

Resp. Office: DV Classes: 5, 9, 10, 44

DIRECT

023134.0126 US

Unfiled

Country: United States of America

PB Reference No.: 023134.0126TMUS

Resp. Office: DV

LIFESTREAM TECHNOLOGIES

023134.0134 US

75/583849 2421957 October 27, 1998 January 16, 2001

Country: United States of America

PB Reference No.: 023134.0134TMUS

Resp. Office: DV Classes: 5, 10

LIFESTREAM TECHNOLOGIES Class 9

023134.0137 US

75/583846 2632115 October 27, 1998 October 8, 2002

Country: United States of America

PB Reference No.: 023134.0137TMUS

Resp. Office: DV Classes: 9

LIFESTREAM TECHNOLOGIES & Design

023134.0139 US

75/630524 2670733 January 28, 1998 January 7, 2003

Country: United States of America

PB Reference No.: 023134.0139TMUS

Resp. Office: DV Classes: 5

LIFESTREAM TECHNOLOGIES and logo design

023134.0135 US

75/630522 2622623 January 28, 1999 September 24, 2002

Country: United States of America

PB Reference No.: 023134.0135TMUS Resp. Office: DV

p. Office: D' Classes: 9

15

LINK

Unfiled

023134.0212 US

Country: United States of America PB Reference No.: 023134.0212TMUS

Resp. Office: DV

LOGO DESIGN Class 9

75/630575 2505045

January 28, 1999 November 16, 2001

023134.0142 US

Country: United States of America

PB Reference No.: 023134.0142TMUS

Resp. Office: DV

Classes: 9

75/630576 2621709

January 28, 1999 September 17, 2002

LOGO DESIGN LIFESTREAM 023134.0136 US

Country: United States of America

PB Reference No.: 023134.0136TMUS

Resp. Office: DV Classes: 10

A0012572

MEMo CHIP (standard characters)

974550

May 27, 2008 May 27, 2008

023134.0147 WP

Country: Int'l Registration - Madrid Protocol Only

PB Reference No.: 023134.0147TMWP

Resp. Office: DV Classes: 9

PTS (standard characters)

78/646600

June 8, 2005

023134.0121 US

3297266

September 25, 2007

Country: United States of America

PB Reference No.: 023134.0121TMUS

Resp. Office: DV Classes: 10

PTS (stylized and/or with design) Class 10

2.863.631

October 6, 2008

023134.0103 AR

Country: Argentina

PB Reference No.: 023134.0103TMAR

Resp. Office: DV Classes: 10

PTS (stylized and/or with design) Class 10

A0013764

September 11, 2008 September 11, 2008

023134.0103 WP

984926 Country: Int'l Registration - Madrid Protocol Only

PB Reference No.: 023134.0103TMWP

Resp. Office: DV Classes: 10

PTS (stylized and/or with design) Class 10

77/446385

April 11, 2008

023134.0103 US

Country: United States of America PB Reference No.: 023134.0103TMUS

Resp. Office: DV Classes: 10

16

PTS (stylized and/or with design) Class 5

Unfiled

023134.0103 T1 US

Country: United States of America

PB Reference No.: 023134.0103T1US

Resp. Office: DV

PTS logo Class 009

Unfiled

023134.0103 T2 US

Country: United States of America PB Reference No.: 023134.0103T2US

Resp. Office: DV

PTS PANELS (standard characters)

78/640726 3179677

June 2, 2005

December 5, 2006

023134.0120 US

Country: United States of America

PB Reference No.: 023134.0120TMUS

Resp. Office: DV Classes: 10

THE DATA CONCERN Class 9

76/074542 2769583

June 21, 2000 September 30, 2003

023134.0140 US

Country: United States of America

PB Reference No.: 023134.0140TMUS

Resp. Office: DV Classes: 9

Trademark and Service Mark Applications

Case Number Sub Case Country

Application Number

Application Date

CARDIOCHEK

880515

November 2, 2005

023134.0102 AT

Country: Austria

PB Reference No.: 023134.0102TMWP

Resp. Office: DV Classes: 10

CARDIOCHEK

880515

November 2, 2005

023134.0102 BX

Country: Benelux

PB Reference No.: 023134.0102TMWP

Resp. Office: DV Classes: 10

CARDIOCHEK

880515

November 2, 2005

023134.0102 CN

Country: China (Peoples Republic) PB Reference No.: 023134.0102TMWP

Resp. Office: DV Classes: 10

CARDIOCHEK

880515

November 2, 2005

17

023134.0102 TR

Country: Turkey

PB Reference No.: 023134.0102TMWP

Resp. Office: DV Classes: 10

MEMo CHIP (standard characters)

023134.0147 EM

Country: European Community PB Reference No.: 023134.0147TMWP

Resp. Office: DV Classes: 9

MEMo CHIP (standard characters)

023134.0147 US

Country: United States of America PB Reference No.: 023134.0147TMUS

Resp. Office: DV Classes: 9

PTS (stylized and/or with design) Class 10

023134.0103 BR

Country: Brazil

PB Reference No.: 023134.0103TMBR

Resp. Office: DV Classes: 10

PTS (stylized and/or with design) Class 10

023134.0103 CA

Country: Canada

PB Reference No.: 023134.0103TMCA

Resp. Office: DV Classes: 10

PTS (stylized and/or with design) Class 10

023134.0103 EM

Country: European Community PB Reference No.: 023134.0103TMWP

Resp. Office: DV Classes: 10

PTS (stylized and/or with design) Class 10

023134.0103 IN

Country: India

PB Reference No.: 023134.0103TMIN

Resp. Office: DV Classes: 10

PTS (stylized and/or with design) Class 10

023134.0103 MX

Country: Mexico

PB Reference No.: 023134.0103TMMX

Resp. Office: DV Classes: 10

974550

May 27, 2008

77/336655

November 26, 2007

20080129196

October 9, 2008

September 24, 2008

00984926

1412035

September 11, 2008

1733693

September 12, 2008

962104

September 19, 2008

18

PTS (stylized and/or with design) Class 10 023134.0103 ZA

2008/21404

September 12, 2008

Country: South Africa

PB Reference No.: 023134.0103TMZA Resp. Office: DV Classes: 10

Schedule B

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Trademark Security Agreement

Dated as of February 18th 2009

License Agreements

None.

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RECORDED: 02/20/2009