

**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
ANESTHETIX HOLDINGS, LLC		02/12/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association: UNITED STATES

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	3266965	ANESTHETIX
Registration Number:	3374625	ANESTHETIX MANAGEMENT
Registration Number:	3374624	ANESTHETIX MANAGEMENT
Registration Number:	3315011	ANESTHETIX
Registration Number:	3532138	REST ASSURED.
Registration Number:	3532137	REST ASSURED.
Registration Number:	3497725	ANESTHETIX
Registration Number:	3494628	ANESTHETIX
Serial Number:	77809658	OPTIMETRIX

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3016380511  
 Email: ipresearchplus@comcast.net

OP \$240.00 3266965

**900155783**

**TRADEMARK  
 REEL: 004157 FRAME: 0485**

Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: Attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	35475
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	02/26/2010

Total Attachments: 6  
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## GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of February ~~12~~, 2010, is made between ANESTHETIX HOLDINGS, LLC ("Anesthetix") and JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Collateral Agent").

Reference is made to (i) the Intellectual Property Security Agreement dated as of November 23, 2005 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Holdings, the Borrower, the Subsidiaries party thereto and the Collateral Agent, and (ii) the Supplement No. 6 to the Intellectual Property Security Agreement dated as of February ~~12~~, 2010 (the "Supplement No. 6"), among the New Subsidiaries (as defined in the Supplement No. 6), including Anesthetix, and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of November 23, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Anesthetix is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement, the Security Agreement or the Supplement No. 6. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement and the Supplement No. 6, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or hereafter acquired by such Grantor or in which such Grantor now has or hereafter in the future may acquire any right, title or interest (collectively, the "Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions


or renewals thereof, including those listed on Schedule I hereto (the "Trademarks");

- (b) all goodwill associated with or symbolized by the Trademarks; and
- (c) all other assets, rights and interests that uniquely reflect or embody the Trademarks or the goodwill thereof.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement and the Supplement No. 6. Anesthetix hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement and the Supplement No. 6, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement or the Supplement No. 6, the terms of the Security Agreement and the Supplement No. 6 shall govern.

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

**ANESTHETIX HOLDINGS, LLC**

By:   
Name: Heidi S. Allen  
Title: V.P. Sec. & G.C.

JPMORGAN CHASE BANK, N.A., as  
Collateral Agent

By:   
Name: Dawn L. LeeLum  
Title: Executive Director

**Schedule I – Trademarks**

<b>Mark</b>	<b>Serial/Registration</b>	<b>Registered Owner</b>	<b>Expiration</b>
ANESTHETIX	Reg. No. 3,266,965	Anesthetix Holdings, LLC	None listed
ANESTHETIX MANAGEMENT	Reg. No. 3,374,625	Anesthetix Holdings, LLC	None listed
ANESTHETIX MANAGEMENT	Reg. No. 3,374,624	Anesthetix Holdings, LLC	None listed
ANESTHETIX	Reg. No. 3,315,011	Anesthetix Holdings, LLC	None listed
OPTIMETRIX (pending)	Serial No. 77/809658	Anesthetix Holdings, LLC	None listed
REST ASSURED.	Reg. No. 3,532,138	Anesthetix Holdings, LLC	None listed
REST ASSURED.	Reg. No. 3,532,137	Anesthetix Holdings, LLC	None listed
ANESTHETIX (Stylized)	Reg. No. 3,497,725	Anesthetix Holdings, LLC	None listed
ANESTHETIX (Stylized)	Reg. No. 3,494,628	Anesthetix Holdings, LLC	None listed