

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369635

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HeartSine Technologies, LLC		10/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	CRMS Documentation Unit, 580 Crosspoint Pkwy		
City:	Getzville		
State/Country:	NEW YORK		
Postal Code:	14068		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2689483	SAMARITAN	
Registration Number:	2747023	HEARTSINE	
Registration Number:	3015689	SAVER	
Registration Number:	3667896	H	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant		
SIGNATURE:	/Marina Kelly, Thomson Reuters/		
DATE SIGNED:	01/19/2016		
Total Attachments: 6			
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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
(SECOND LIEN SECURITY AGREEMENT)**

This Trademark Security Agreement, dated as of October 5, 2015 by and between HEARTSINE TECHNOLOGIES, LLC, a corporation formed under the laws of Delaware (the “Grantor”), in favor of CITIBANK, N.A., in its capacity as Collateral Agent pursuant to the Second Lien Credit Agreement dated as of June 5, 2015 (in such capacity together with its successors and assigns, the “Grantee”).

W I T N E S S E T H:

Whereas, the Grantor is party to a Second Lien Security Agreement dated as of June 5, 2015 (the “Security Agreement”) in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement; and

Whereas, the Grantor is party to (i) that certain ABL/Term Loan Intercreditor Agreement, dated as of June 5, 2015, by and among the ABL Administrative Agent party thereto, the ABL Collateral Agent party thereto, the First Lien Collateral Agent party thereto, the First Lien Administrative Agent party thereto, the Second Lien Collateral Agent party thereto, the Second Lien Administrative Agent party thereto, and the representatives party thereto for purposes thereof and (ii) that certain Term Loan Intercreditor Agreement, dated as of June 5, 2015, by and among the First Lien Collateral Agent party thereto, the First Lien Administrative Agent party thereto, the Second Lien Collateral Agent party thereto, the Second Lien Administrative Agent party thereto, and the representatives party thereto for purposes thereof.

Now, therefore, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Grantee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademarks owned by such Grantor including, without limitation, those registered or applied for Trademarks listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing; provided that with respect to any United States Trademark, applications in the United States Patent and Trademark Office on the basis of any Grantor’s “intent to use” such Trademarks will not be deemed to be Collateral unless and until a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the

rights and remedies of the Grantee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. Termination. Upon termination of the Security Agreement, the security interest granted pursuant to this Trademark Security Agreement shall be automatically released and the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in all the Trademarks owned by the Grantor, including, without limitation, those registered or applied for Trademarks listed on Schedule I attached hereto.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

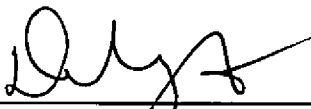
SECTION 7. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

HEARTSINE TECHNOLOGIES, LLC

By: 
Name: David T. Stafford, Jr.
Title: Executive Vice President and
Chief Financial Officer

Accepted and Agreed:

CITIBANK, N.A.,
as Collateral Agent and Grantee

By: 

Name:

Title: **Stuart G. Dickson**
Vice President

[Signature Page to the Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005711 FRAME: 0840

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Mark	Status	Filing Date	Registration Date	Registration Number	Current Owner of Record¹
SAMARITAN	Registered	17.10.2001	18.02.2003	2689483	HeartSine Technologies, Inc.
HEARTSINE	Registered	04.11.2002	05.08.2003	2747023	HeartSine Technologies, Inc.
SAVER	Registered	01.10.2004	15.11.2005	3015689	HeartSine Technologies, Inc.
H LOGO	Registered	14.03.2006	11.08.2009	3667896	HeartSine Technologies, Inc.

¹

On or around October 2, 2015, HeartSine Technologies, Inc. will change its legal form and be known as Heart-Sine Technologies, LLC. The name of the record owner of the registered intellectual property and pending applications for registration listed in this table will be updated with the USPTO shortly thereafter to reflect this change.