

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369773

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ABL Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Physio-Control, Inc.		06/05/2015	CORPORATION: WASHINGTON
Scanhealth, Inc.		06/05/2015	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	390 Greenwich Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4483628		
Registration Number:	4553458	CODEMANAGEMENT MODULE	
Registration Number:	4483627	HEART SAFE SOLUTION	
Registration Number:	4528469	HEALTHEMS	
Registration Number:	4528468	HOMESOLUTIONS.NET	
Registration Number:	4346847	TAKING CARE TO THE CLOUD	
Registration Number:	4346594	SANSIO	
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:	michael.barys@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindal LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Michael Barys/		

OP \$190.00 4483628

DATE SIGNED:	01/20/2016
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Total Attachments: 7

- source=4 12. Trademark Security Agreement (ABL)_#page1.tif
- source=4 12. Trademark Security Agreement (ABL)_#page2.tif
- source=4 12. Trademark Security Agreement (ABL)_#page3.tif
- source=4 12. Trademark Security Agreement (ABL)_#page4.tif
- source=4 12. Trademark Security Agreement (ABL)_#page5.tif
- source=4 12. Trademark Security Agreement (ABL)_#page6.tif
- source=4 12. Trademark Security Agreement (ABL)_#page7.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Physio-Control, Inc.
- 2. Scanhealth, Inc.

- Individual(s)
- Partnership
- Corporation- State: 1. WA; 2. MN
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 5, 2015

- Assignment
- Security Agreement
- Other ABL Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citibank, N.A., as Collateral Agent

Street Address: 390 Greenwich Street

City: New York

State: NY

Country: USA Zip: 10013

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

January 13, 2016

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

This Trademark Security Agreement, dated as of June 5, 2015 by and between PHYSIO-CONTROL, INC., a corporation formed under the laws of Washington, and SCANHEALTH, INC., a corporation formed under the laws of Minnesota (each a “Grantor”), in favor of CITIBANK, N.A., in its capacity as Collateral Agent pursuant to the Amended and Restated Credit Agreement dated as of June 5, 2015 (in such capacity together with its successors and assigns, the “Grantee”).

WITNESSETH:

Whereas, the Grantors are party to an Amended and Restated Security Agreement dated as of June 5, 2015 (the “Security Agreement”) in favor of the Grantee pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

Now, therefore, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to enter into the Amended and Restated Credit Agreement, each 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. Each 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. Each 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 Grantors 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 Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in all the Trademarks owned by the Grantors, including, without limitation, those registered or applied for Trademarks listed on Schedule I attached hereto.

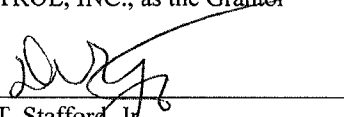
SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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 parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

PHYSIO-CONTROL, INC., as the Grantor

By: 
Name: David T. Stafford, Jr.
Title: Executive Vice President and CFO

Signature Page to Grant of Security in U.S. Trademarks [ABL]

TRADEMARK
REEL: 005712 FRAME: 0440

SCANHEALTH, INC.

By: _____



Name: David T. Stafford, Jr.

Title: Executive Vice President and CFO

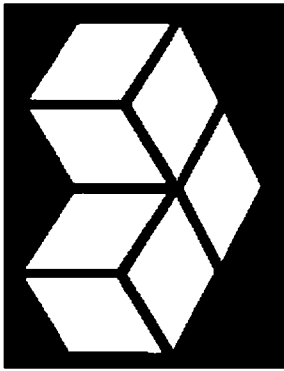
Accepted and Agreed:

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

By: 

Name: Christopher Marino
Title: Vice President and Director

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

SERIAL NUMBER	FILING DATE	REG. NUMBER	REG. DATE	WORD MARK	Last Listed Owner
85809614	2012-12-21	4483628	2014-02-18		Physio-Control, Inc.
85638048	2012-05-30	4553458	2014-06-17	CODEMANAGEMENT MODULE	Physio-Control, Inc.
85809612	2012-12-21	4483627	2014-02-18	HEART SAFE SOLUTION	Physio-Control, Inc.
86030405	2013-08-06	4528469	2014-05-13	HEAL.THEMS	ScanHealth, Inc.
86030325	2013-08-06	4528468	2014-05-13	HOMESOLUTIONS.NET	ScanHealth, Inc.
85761937	2012-10-24	4346847	2013-06-04	TAKING CARE TO THE CLOUD	ScanHealth, Inc.
85750534	2012-10-10	4346594	2013-06-04	SANSIO	ScanHealth, Inc.