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FORM PTO-1618A Expires 06/30/99 OMB 0651-0027

09-20-2000

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Submission Type	Conveyance Type					
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Resubmission (Non-Recordation)	Security Agreement Nunc Pro Tunc Assignment					
Document ID #	Effective Date Month Day Year					
Correction of PTO Error	Merger 8/31/00					
Reel # Frame #	Change of Name					
Corrective Document Reel # Frame #	Other					
Conveying Party	Mark Mark Mark Mark Mark Mark Mark Mark					
	Mark it additional names of conveying parties attached					
Name ALARIS Medical System	s. Inc. 8/31/00					
Formerly						
Formerly						
Individual General Partnership	Limited Partnership X Corporation Association					
Other						
X Citizenship/State of Incorporation/Organiza	ation Delaware					
Receiving Party	Mark if additional names of receiving parties attached					
Name Card Guard Technologi	es, Inc.					
DBA/AKA/TA						
Composed of						
Address (line 1) 3664 Hadfield Drive	6406					
Address (line 2)	1					
Address (line 3) Marietta	Georgia 30062					
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Individual General Partnership	Georgia					
City	State/Country  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic					
Individual General Partnership	State/Country  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an					
Individual General Partnership  K Corporation Association	State/Country  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.  (Designation must be a separate document from Assignment.)					
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

FORM PTO-1 Expires 06/30/99 OMB 0651-0027	Page 2	U.S. Department of Commerce Patent and Trademark Office TRADEMARK			
	epresentative Name and Address Enter for the first Receiving Part	y only.			
Name [					
Address (line 1)					
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Correspond	dent Name and Address Area Code and Telephone Number 212.969.	3000			
Name	Andrew Rettig, Esq.				
Address (line 1)	Proskauer Rose LLP				
Address (line 2)	1585 Broadway				
Address (line 3)	New York, NY 10036				
Address (line 4)					
Pages	Enter the total number of pages of the attached conveyance document including any attachments.	# 6			
Trademark Application Number(s) or Registration Number(s)  Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).  Trademark Application Number(s)  Sched. A  Sched. A  Sched. A					
Number of I	Properties Enter the total number of properties involved. # 25				
Fee Amoun	Fee Amount for Properties Listed (37 CFR 3.41): \$ 640	.00			
Deposit A	payment by deposit account or if additional fees can be charged to the account.)	-2500			
	Authorization to charge additional fees: Yes	No No			
Statement and Signature  To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.					
Andrew	Rettig, Esq. 9/2	20/00			
Name	of Person Signing \$ignature	Date Signed			

# SCHEDULE A

# TRADEMARKS

Country	Mark	Serial No.	Filing Date.	Reg.No.	Reg Date	A Status
U.S.	ACE OF HEARTS	74/462499	11/23/93	1,914,157	8/22/95	Renewal 8/22/05
U.S.	BUDDY SYSTEM	73/795153	4/24/89	1619695	10/30/90	Renewal 10/30/00
Ú.Š.	CARDIO MAGIC	74/48589	3/18/91	1679252	3/17/92	Renewal 3/17/02
U.S.	CARDIO MAGIC VIRTUAL OFFICE	75/041034	1/10/96	2224528	2/16/99	Renewal 02/16/09
U.S.	CARDIOMEMO	294342	1/26/81	1190542	2/23/82	Renewal 2/23/02
Canada	CARDIOTEL	369377	10/31/73	221817	7/15/77	Renewal 7/15/07
U.S.	CARIODIARY	294298	1/26/81	1196145	- 5/25/82	Renewal 5/25/02
U.S.	CARRYALL	74/292002	7/8/92	1810256	12/7/93	Renewal 12/7/03
U.S.	HEART WATCH	74/354781	2/2/93	1851923	8/30/94;	Renewal 8/30/04
U.S.	HEART CARD	74/509337	4/5/94	2144826	3/17/98	Renewal 3/17/08
Canada	IMX	364148	5/1/73	197660	2/22/74	Renewal 2/22/04
U.S.	IMX	396836	7/9/71	953181	2/13/73	Renewal 2/13/03
Canada	INSTROMEDIX	364149	5/1/73	233607	6/8/79	Renewal 6/8/09
U.S.	INSTROMEDIX	72/396837	7/9/71	952742	2/6/73	Renewal 2/6/03
U. <b>S</b> .	KING OF HEARTS	724477	4/25/88	1513501	11/22/88	Renewal 11/22/08
Canada	KING OF HEARTS EXPRESS	719872	1/5/93	429582	6/24/94	Renewal 6/24/09
Germany	KING OF HEARTS EXPRESS	J29011/10WZ	2/11/93	2066366	5/31/94	Renewal 2/11/03
France	KING OF HEARTS EXPRESS	93/458614	3/9/93	93/458614	3/9/93	Renewal 3/9/03
Italy	KING OF HEARTS EXPRESS	RM93C/000429	2/12/93	659368		Renewal 2/12/03
U.K.	KING OF HEARTS EXPRESS	1525865	2/4/93	1525865	1/21/94 .	Renewal 2/4/10
U.S.	KING OF HEARTS EXPRESS	74/260338	3/30/92	1773541	5/25/93	Renewal 5/25/03
Australia	LIFESIGNS	775035	10/7/98		_	Registration pending
Canada	LIFESIGNS	892485	10/6/98			Registration pending
СТМ	LIFESIGNS	000948570	10/6/98			Registration pending
Israel	LIFESIGNS	122958	10/8/98			Registration pending
Japan	LIFESIGNS	10-086054	10/7/98			Registration pending
U.S.	LIFESIGNS	75/465719	4/9/98			Registration pending
U.S.	LIFESIGNS COMMANDER	75/465720	4/9/98			Registration pending
U.S.	LIFESIGNS SHUTTLE	75/465721	4/9/98	, , , - , , , , , , , , , , , , , , , ,		Registration pending
Canada	MINI-CLINIC	424829	5/16/78	246865	6/30/80	Renewal 6/20/10
U.S.	MINI-CLINIC	143882	10/6/77	1098017	8/1/78	Renewal 8/1/08

U.S.	MISC DESIGN (2 Squares and Lines)	75/162551	9/9/96	2154359	4/28/98	Renewal 4/28/08
U.S.	MISC DESIGN (Looks Like a Credit Card)	75/162569	9/9/96	2175816	7/21/98	Renewal 7/21/08
U.S.	MISC DESIGN (IMX Man)	74/606871	12/5/94	1966438	4/9/96	Renewal 4/9/06
Canada	PACER TRACER	408490	3/16/77	228366	6/9/78	Renewal 6/9/08
U.S.	PACER TRACER	73/100026	9/16/76	1064846	5/3/77	Renewal 5/3/07
U.S.	QRSSTAT	72/382723	2/3/71	965664	8/7/73	Renewal 8/7/03
U.S.	RHYTHMCARD	75/076147	3/21/96	2159880	5/26/98	Renewal 5/26/08
U.S.	SELF CHECK & DESIGN	236021	10/22/79	1154745	5/19/81	Renewal 5/19/01
Oregon	TELELAB			S15593	1/6/94	Renewal 1/6/04
U.S.	TELELAB	460096	1/9/84	1307535	11/27/84	Renewal 11/27/04

#### LOGO.



## DOMAIN NAMES.

- Instromedix.com
- Telelab.com
- Catchemintheact.com

#### TRADENAME.

Instromedix

#### TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, made by and between ALARIS Medical Systems, Inc., a Delaware corporation ("Assignor"), and Card Guard Technologies, Inc., a Delaware corporation ("Assignee")

WHEREAS, Assignor is the owner of and has adopted, used and is using the trademarks, logo, domain names and trade name listed in Schedule A attached hereto and made a part hereof, including variations and derivations thereof, in various jurisdictions throughout the world, whether or not applications, registrations and/or common law rights thereof (collectively "the Marks"); and

WHEREAS, Assignee wishes to acquire Assignor's right, title and interest in and to the Marks as listed in Schedule A together with the goodwill of the business in connection with which the Marks are used; and

WHEREAS, Assignor wishes to assign the Marks together with the goodwill of the business in connection with which the Marks are used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, grants, assigns, transfers, conveys and delivers to Assignee, all of its right, title and interest throughout the world in and to the Marks together with all registrations and applications, if any, therefor, the goodwill of the business in connection with which the Marks are used and including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the said Assignor if this assignment had not been made; together with all claims, in law or in equity, for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assigner authorizes and requests the Assistant Commissioner for Trademarks to record Assignee as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives, and hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute any agreement in conflict herewith.

The Assignor, for itself and its successors and assigns, does hereby covenant with the Assignee and its successors and assigns, that the Assignor, from time to time hereafter (without further consideration), will do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered all such further acts, deeds, transfers, assignments, conveyances and assurances for the better assuring, assigning, granting, transferring, conveying and confirming unto the Assignee, its successors and assigns, each and all of the Marks hereby sold, transferred, conveyed, assigned and delivered as the Assignee or its successors and assigns shall reasonably require. The Assignor hereby constitutes and appoints the Assignee, and its successors and assigns, the true and lawful attorney of the Assignor with full power of substitution in the name and stead

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of the Assignor, but on behalf and for the benefit of the Assignee, its successors and assigns, solely for the purpose of demanding and receiving each and all of the Marks and to executing, acknowledging and delivering all of the documents described in this paragraph.

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IN WITNESS WHEREOF, the Assignor has caused her assignment to be signed and executed by the undersigned officer thereunto duly authorized as of August 31st, 2000.

By:	
Name:	
Title:	
	tbed and Sworn to Before Me day of August, 2000.
——— Notary	Public
My cor	nmission expires:

By: ARIE CEHEN
Title: President ACE

Subscribed and Sworn to Before Me this 31<sup>st</sup> day of August, 2000.

Serbara De Masters

Notary Public

My commission expires: 10/04/01

8ARBARA DIMARTINO
Notary Public, State of New York
No. 01DIS018566
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires Oct. 4, 19 a 3

IN WITNESS WHEREOF, the Assignor has caused her assignment to be signed and executed by the undersigned officer thereunto duly authorized as of August 31", 2000.

By: Name:
Subscribed and Sworn to Before Methis 31st day of August, 2000.
Notary Public My commission expires:



3

**REEL: 002169 FRAME: 0243** 

# **SCHEDULE A**

# TRADEMARKS

Country		Serial No.	Filing Date	Reg No.	and the state of the state of the state of	<u>Status</u>
U.S.	ACE OF HEARTS	74/462499	11/23/93	1,914,157	8/22/95	Renewal 8/22/05
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U.S.	CARDIOMEMO	294342	1/26/81	1190542	2/23/82	Renewal 2/23/02
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Сапада	KING OF HEARTS EXPRESS	719872	1/5/93	429582	6/24/94	Renewal 6/24/09
Germany	KING OF HEARTS EXPRESS	J29011/10WZ	2/11/93	2066366		Renewal 2/11/03
France	KING OF HEARTS EXPRESS	93/458614	3/9/93	93/458614	3/9/93	Renewal 3/9/03
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CTM	LIFESIGNS	000948570	10/6/98			Registration pending
srael	LIFESIGNS	122958	10/8/98			Registration pending
apan	LIFESIGNS	10-086054	10/7/98			Registration pending
J.S.	LIFESIGNS	75/465719	4/9/98			Registration pending
J.S.	LIFESIGNS COMMANDER	75/465720	4/9/98			Registration pending
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Oregon	TELELAB			S15593	1/6/94	Renewal 1/6/04
U.S.	TELELAB	460096	1/9/84	1307535	11/27/84	Renewal 11/27/04

## LOGO.



## **DOMAIN NAMES.**

- Instromedix.com
- Telelab.com
- Catchemintheact.com

**RECORDED: 09/20/2000** 

# TRADENAME.

Instromedix