

07-17-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/200)



EET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102158450

To the Honorable Commissioner, attached original documents or copy thereof.

1. Name of conveying party(ies): Hudson Respiratory Care, Inc. [] Individual(s) [] General Partnership [] Association [] Corporation [] Limited Partnership [] Other

Handwritten: 4/16/02

2. Name and address of receiving party(ies) Name: Bankers Trust Company, as Administrative Agent Internal Address: [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [] Other

Handwritten: Ke 7-12-02

Street Address: 31 West 52nd Street City: New York State: NY Zip: 10019

Additional name(s) of conveying party(ies) attached? [] Yes [x] No

1. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [] Corporation-State [x] Other: Grant of Trademark Security Interest Execution Date: April 12, 2002

Additional name(s) & address(es) attached? [] Yes [x] No

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/092,726 APR 16 2002

B. Trademark Registration No.(s) 1004041; 1537328; 1832068; 929951; 968730; 1223286; 1224098; 1564294; 2154281; 2133393; 2179987; 958994; 2272128; 1826881; 1099212; 1094337; 1139858; 1105074; 1640354; 1250224; 825863; 1678386; 1241032; 964250; 994778; 2118368; 1559682; 1691335; 1758127; 1729000; 1695930; 1685142; 1678393; 1753651; 1678394; 1573138; 1242609; 1234472; 1839905; 1004552; 1010958; 959005; 1250228; 1357872; 960663; 1559688; 1565739; 1558905; 1581320; 1654827; 1582418; 1560698; 1367473; 1928616; 1576250; 1555649; 1559680; 1704754; 1427352; 988503; 1287013; 1182825; and 1394785

Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Sharon M. Matthews, Esq. Internal Address: Street Address: O'MELVENY & MYERS LLP 400 South Hope Street City: Los Angeles State: CA Zip: 90071-2899

6. Total number of applications and registrations involved: 64 7. Total fee (37 CFR 3.41) \$1,415.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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. Sharon M. Matthews Name of Person Signing Signature April 16, 2002 Date Total number of pages including cover sheet, attachments, and document: []

04/30/2002 DBYRNE 00000066 76092726 40.00 GP 1375.00 GP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments, Washington, D.C. 20231

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Hudson Respiratory Care Inc. a California corporation (“**Grantor**” or “**Company**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Credit Agreement dated as of April 7, 1998 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the “**Credit Agreement**”), with River Holding Corp., the Lenders listed therein, Salomon Brothers Inc., as Arranger, Advisor and Syndication Agent, and Bankers Trust Company, as Swingline Lender, and as issuing bank, and as Administrative Agent and as Collateral Agent for the Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of April 7, 1998 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to 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 filed in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including, but not limited to, those listed on Schedule A, all goodwill associated therewith or symbolized thereby, and all other assets, rights and interests that uniquely reflect or embody such goodwill; and


(ii) any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Trademark Collateral, any value received as a consequence of the possession of any Trademark Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Trademark Collateral, and shall include any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be effective as of the date of the Closing, April 7, 1998, and duly executed and delivered by its officer thereunto duly authorized as of the 12th day of ~~February~~, 2002.
April

HUDSON RESPIRATORY CARE, INC.

By: 
Name: Charles A. French
Title: President and CEO

SCHEDULE A**TO****GRANT OF TRADEMARK SECURITY INTEREST****Registered:**

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Hudson Respiratory Care Inc.	ADDIPAK	1,004,041	02/04/75
Hudson Respiratory Care Inc.	AIR-EZE	1,537,328	05/02/89
Hudson Respiratory Care Inc.	AQUA +	1,832,068	04/19/94
Hudson Respiratory Care Inc.	AQUAPAK	929,951	01/11/72
Hudson Respiratory Care Inc.	AQUATHERM	968,730	09/18/73
Hudson Respiratory Care Inc.	AQUATHERM I	1,223,286	01/11/83
Hudson Respiratory Care Inc.	AQUATHERM III	1,224,098	01/18/83
Hudson Respiratory Care Inc.	AVA-NEB	1,564,294	11/07/89
Hudson Respiratory Care Inc.	BI-FLO	2,154,281	04/28/98
Hudson Respiratory Care Inc.	BITEGARD	2,133,393	01/27/98
Hudson Respiratory Care Inc.	BREATHING MADE EASIER	2,179,987	08/11/98
Hudson Respiratory Care Inc.	CATH-GUIDE	958,994	05/15/73
Hudson Respiratory Care Inc.	CATH-GUIDE	2,272,128	08/24/99
Hudson Respiratory Care Inc.	CLEAR COMFORT	1,826,881	03/15/94
Hudson Respiratory Care Inc.	CONCHA	1,099,212	08/15/78
Hudson Respiratory Care Inc.	CONCHA-COLUMN	1,094,337	06/27/78
Hudson Respiratory Care Inc.	CONCHAPAK	1,139,858	09/23/80
Hudson Respiratory Care Inc.	CONCHATERM	1,105,074	10/31/78
Hudson Respiratory Care Inc.	CONCHATHERM III	1,640,354	04/09/91
Hudson Respiratory Care Inc.	CORR-A-FLEX	1,250,224	09/06/83
Hudson Respiratory Care Inc.	CORR-A-TUBE	825,863	03/14/67

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Hudson Respiratory Care Inc.	CPRAM	1,678,386	03/10/92
Hudson Respiratory Care Inc.	DESIGN OF A LUNG	1,241,032	06/07/83
Hudson Respiratory Care Inc.	DESIGN OF A LUNG	964,250	07/17/73
Hudson Respiratory Care Inc.	EVACUPAK	994,778	10/01/74
Hudson Respiratory Care Inc.	FLEX-C-PAP	2,118,368	12/02/97
Hudson Respiratory Care Inc.	FLEXIBEND	1,559,682	10/10/89
Hudson Respiratory Care Inc.	H LUNG DESIGN	1,691,335	06/09/92
Hudson Respiratory Care Inc.	H LUNG DESIGN	1,758,127	03/16/93
Hudson Respiratory Care Inc.	HUDSON RCI	1,729,000	11/03/92
Hudson Respiratory Care Inc.	HUDSON RCI	1,695,930	06/23/92
Hudson Respiratory Care Inc.	HUDSON RCI AND DESIGN	1,685,142	05/05/92
Hudson Respiratory Care Inc.	HUDSON RCI AND DESIGN	1,678,393	03/10/92
Hudson Respiratory Care Inc.	HUDSON RCI AND DESIGN	1,753,651	02/23/93
Hudson Respiratory Care Inc.	HUDSON RCI AND DESIGN	1,678,394	03/10/92
Hudson Respiratory Care Inc.	LAR-A-JECT	1,573,138	12/26/89
Hudson Respiratory Care Inc.	LIFESAVER	1,242,609	06/21/83
Hudson Respiratory Care Inc.	LIFESAVER	1,234,472	04/12/83
Hudson Respiratory Care Inc.	MICRO MIST	1,839,905	06/14/94
Hudson Respiratory Care Inc.	MULTI-VENT	1,004,552	02/11/75
Hudson Respiratory Care Inc.	NEB-U-MASK	1,010,958	05/20/75
Hudson Respiratory Care Inc.	NEB-U-MIST	959,005	05/15/73
Hudson Respiratory Care Inc.	PAC-1	1,250,228	09/06/83
Hudson Respiratory Care Inc.	RESPIRADYNE	1,357,872	09/03/85
Hudson Respiratory Care Inc.	SEE-THRU	960,663	06/05/73
Hudson Respiratory Care Inc.	SHER-I-BRONCH	1,559,688	10/10/89

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Hudson Respiratory Care Inc.	SHER-I-SLIP	1,565,739	11/14/89
Hudson Respiratory Care Inc.	SHER-I-SWIV	1,558,905	10/03/89
Hudson Respiratory Care Inc.	SHERIDAN	1,581,320	02/06/90
Hudson Respiratory Care Inc.	SHERIDAN & DESIGN	1,654,827	08/27/91
Hudson Respiratory Care Inc.	SHERIDAN/CF	1,582,418	02/13/90
Hudson Respiratory Care Inc.	SHERIDAN/HVT	1,560,698	10/17/89
Hudson Respiratory Care Inc.	SMOOTH-FLO	1,367,473	10/29/85
Hudson Respiratory Care Inc.	SOFTECH	1,928,616	10/17/95
Hudson Respiratory Care Inc.	SONASCOPE	1,576,250	01/09/90
Hudson Respiratory Care Inc.	SONATEMP	1,555,649	09/12/89
Hudson Respiratory Care Inc.	SPIRAL-FLEX	1,559,680	10/10/89
Hudson Respiratory Care Inc.	STAR LUMEN	1,704,754	08/04/92
Hudson Respiratory Care Inc.	SURE SEAL	1,427,352	02/03/87
Hudson Respiratory Care Inc.	UP-DRAFT	988,503	07/16/74
Hudson Respiratory Care Inc.	UP-DRAFT II	1,287,013	07/24/84
Hudson Respiratory Care Inc.	VENTI-COMP	1,182,825	12/22/81
Hudson Respiratory Care Inc.	VENTILARM	1,394,785	05/27/86

Pending:

<u>Applicant</u>	<u>United States Trademark Description</u>	<u>Serial Number</u>	<u>Filing Date</u>
Hudson Respiratory Care Inc.	EZ-ENDO	76/092,726	07/19/00