

10-31-2003

10-31-03

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RE



102588720

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Hudson Respiratory Care Inc.

10-31-03

- Individual(s)
General Partnership
Corporation-State
Other

- Association
Limited Partnership

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

3. Nature of conveyance:

- Assignment
Security Agreement
Other
Merger
Change of Name

Execution Date: 10/07/2003

2. Name and address of receiving party(ies) Name: MW Post Advisory Group, LLC, as Agent Internal Address:

Street Address: 11755 Wilshire Blvd., Suite 1400 City: Los Angeles State: CA Zip: 90025

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other limited liability company (Delaware)

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

see attached

Additional number(s) attached Yes No

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

Name: Federal Research Co., LLC

Internal Address:

Street Address: 1030 15th St., NW, Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 61

7. Total fee (37 CFR 3.41): \$ 1,540.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Julie Cravitz Name of Person Signing

Julie Cravitz Signature

10-29-03 Date

Total number of pages including cover sheet, attachments, and document: 53

11/03/2003 6TON11 00000008 1640354

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

01 FC:0521 40.00 OP
02 FC:0522 1500.00 OP

TRADEMARK REEL: 002848 FRAME: 0661

HUDSON RESPIRATORY CARE, INC.

TRADEMARKS

TRADEMARKS	APPLICATION NO. OR REGISTRATION NO.
Conchatherm III	1640354
Star Lumen	1740754
See-Thru	0960663
Smooth-Flo	1367473
Up-Draft	0988503
Venti-Comp	1182825
Ava-Neb	1564294
Cath-Guide	0958994
Corr-A-Tube	0825863
Corr-A-Flex	1250224
Lifesaver	1234472
Multi-Vent	1004552
Up-Draft II	1287013
Neb-U-Mist	0959005
Neb-U-Mask	1010958
Ventilarm	1394785
Addipak	1004041
Aquapak	0926951
Aquatherm	0968730
Concha	1099212
Concha-Column	1094337
Conchapak	1139858
Conchatherm	1105074
Evacupak	0994778
H Lung design	1691335
Hudson RCI and design	1685142
Hudson RCI and design	1678393
Hudson RCI and design	1753651
Hudson RCI & design	1678394
Hudson RCI	1729000
Hudson RCI	1695930
Thermagard	1899754
Micro Mist	1839905
H Lung design	1758127
Softech	1928616
Bi-Flo	2154281
Bite Gard	2133393
Aqua +	1832068
Breathing Made Easier	2179987

TRADEMARKS	APPLICATION NO. OR REGISTRATION NO.
Ventilarm	1394785
Cath-Guide	2272128
Clear Comfort	1826881
Cpram	1678386
Sure Seal	1427352
Respiradyne	1357872
Air-Eze	1537328
Voldyne	1056922
Sheridan/HVT	1560698
Spiral-Flex	1559680
Sheridan	1581320
Sheridan/CF	1582418
Flexibend	1559682
Sher-I-SWIV	1558905
Sonatemp	1555649
Lar-A-Ject	1573138
Sonoscope	1576250
Sheridan & design	1654827
Flex-C-Pap	2118368
Sher-I-Bronch	1559688
Sher-I-Slip	1565739
Ez-Endo	2572973

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of October 7, 2003, is executed and delivered by and between **HUDSON RESPIRATORY CARE INC.**, a California corporation ("Debtor"), and **MW POST ADVISORY GROUP, LLC**, a Delaware limited liability company, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, if any, in such capacity, "Agent"), with reference to the following:

WHEREAS, Debtor, the Lenders (such Lenders, together with Agent, individually and collectively, the "Lender Group"), and Agent have entered into that certain Loan and Security Agreement, dated as of even date herewith (as amended, restated, modified, supplemented, refinanced, renewed, or extended from time to time, the "Loan Agreement"), pursuant to which the Lender Group has agreed to make certain financial accommodations to Debtor, and pursuant to which Debtor has granted to Agent for the benefit of the Lender Group security interests in (among other things) all general intangibles of Debtor; and

WHEREAS, to induce the Lender Group to make the financial accommodations provided to Debtor pursuant to the Loan Agreement, Debtor has agreed to execute and deliver this Agreement to Agent for filing with the PTO and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate Agent's existing security interests in the trademarks and other general intangibles described herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor hereby agrees in favor of Agent, for the benefit of the Lender Group, as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Agent" has the meaning ascribed to such term in the preamble to this Agreement.

"Agreement" has the meaning ascribed to such term in the preamble hereto.

"Debtor" has the meaning ascribed to such term in the preamble to this Agreement.

"Debtor's Trademarks" has the meaning set forth in Section 4.

"Event of Default" has the meaning ascribed to such term in the Loan Agreement.

"Excluded Collateral" has the meaning ascribed to such term in the Loan Agreement.

“Lender Group” has the meaning ascribed to such term in the recitals to this Agreement.

“Lenders” means, individually and collectively, each of the lenders identified on the signature pages of the Loan Agreement, and any other person made a party thereto in accordance with the provisions of Section 14 thereof (together with their respective successors and assigns).

“Loan Agreement” has the meaning ascribed to such term in the recitals to this Agreement.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as such term is defined in the UCC, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of or infringement of rights in any Trademark Collateral by any Person.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Secured Obligations” means all liabilities, obligations, or undertakings owing by Debtor to the Lender Group of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, this Agreement, or any of the other Loan Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest, costs, fees (including attorneys fees), and expenses (including interest, costs, fees, and expenses that, but for the provisions of the Bankruptcy Code, would have accrued) and any and all other amounts which Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of California.

“United States” and “U.S.” each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings ascribed to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent permitted amendments, restatements, supplements, refinancings, renewals, extensions, and other modifications thereto and thereof.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings ascribed to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Agent (whether under federal law or applicable state law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Loan Agreement.

2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, Debtor hereby grants, assigns, transfers and conveys to Agent, for the benefit of the Lender Group, a continuing security interest in all of Debtor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and 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, together with and including all licenses therefor held by Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in Debtor's name or in the name of Agent for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing;

provided, however, that Trademark Collateral shall not include any Excluded Collateral.

(b) Continuing Security Interest. Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

(c) Incorporation into Loan Agreement. This Agreement shall be fully incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

(d) Licenses. Debtor may grant licenses of the Trademark Collateral in the ordinary course of business in accordance with the terms of the Loan Agreement.

3. Further Assurances; Appointment of Agent as Attorney-in-Fact. Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Agent any and all documents and instruments, in form and substance reasonably satisfactory to Agent, and take any and all action, which Agent, in the exercise of its discretion, may request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in the Trademark Collateral held by Agent for the benefit of the Lender Group and to accomplish the purposes of this Agreement. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in accordance with the foregoing, Agent shall have the right, in the name of Debtor, or in the name of Agent or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Agent (and any of Agent's officers or employees or agents designated by Agent) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Agent in the exercise of its discretion deems necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by Agent for the benefit of the Lender Group, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, that Agent, in the exercise of its discretion, may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuation of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18; provided that the foregoing power of attorney shall terminate when all of the Secured Obligations have been fully and finally repaid and performed and the Lender Group's obligation to extend credit under the Loan Agreement is terminated. The Agent acknowledges that the exercise of the powers granted in this Section 3 may at some times be subject to the provisions of the Intercreditor Agreement.

4. Representations and Warranties. Debtor represents and warrants to each member of the Lender Group, in each case to the best of its knowledge, information, and belief, as follows:

(a) No Other Trademarks. Schedule A sets forth a true and correct list of all of Debtor's existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held and used by Debtor (collectively, the

“Debtor’s Trademarks”). Schedule A also sets forth a true and correct list of all of the Trademarks Debtor holds by reason of license from a third party.

(b) Trademarks Subsisting. Each of Debtor’s Trademarks is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Debtor’s knowledge, each of the Trademarks set forth on Schedule A is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Debtor has rights in and good and defensible title to the Trademark Collateral in respect of the Trademarks that it owns, (ii) Debtor is the sole and exclusive owner of such Trademark Collateral, free and clear of any Liens and rights of others (other than Permitted Liens), including licenses (other than licenses entered into as permitted herein), registered user agreements and covenants by Debtor not to sue third persons, and (iii) with respect to any Trademarks for which Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Debtor is not in material default of any of its obligations thereunder and, to the best of Debtor’s knowledge other than (A) the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by Debtor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by Debtor or any such licensor with any other Person, no other Person has any rights in or to any of such Trademark Collateral, other than licenses entered into as permitted herein. To the best of Debtor’s knowledge, neither the past nor the present use of the Trademark Collateral by Debtor has or does infringe upon or violate any right, privilege or license agreement of or with any other Person or give any such Person the right to terminate any such right, privilege or license agreement.

(d) No Infringement. To the best of Debtor’s knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) neither the past nor the present use of the Trademark Collateral by Debtor has or does infringe upon or violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such license arrangement.

(e) Powers. Debtor has the unqualified right, power and authority to pledge and to grant to Agent, for the benefit of the Lender Group, security interests in the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, Debtor agrees: (i) that it will comply in all material respects with all of the covenants, terms and provisions of this Agreement, and (ii) that it will promptly give Agent written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks and the Trademark Collateral (except as to such Trademark or Trademarks, which alone or in the aggregate, the absence of which would not reasonably be expected to materially impair the conduct of the business), including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Debtor is a licensee, provided, however, that Debtor shall not be required to preserve, protect and maintain, and may abandon, in whole or in

part, any Trademark as Debtor deems appropriate in the exercise of Debtor's reasonable business judgment, so long as the absence of such Trademark or Trademarks, alone or in the aggregate, would not reasonably be expected to materially impair the conduct of Debtor's business or the Trademark Collateral.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Agent shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and Debtor shall give to Agent prompt notice thereof, within 20 days after obtaining such rights, reissuance, renewal, or extension. Debtor shall do all things reasonably deemed necessary by Agent in the exercise of its discretion to ensure the validity, perfection, priority and enforceability of the security interests of Agent in such future acquired Trademark Collateral. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in connection herewith, Debtor hereby authorizes Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Agent and the Lender Group. Notwithstanding any provision contained in this Agreement, none of Agent or any other member of the Lender Group shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Agent, any other member of the Lender Group hereunder or in connection herewith, none of Agent or any other member of the Lender Group shall have any duty to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Loan Agreement shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, and subject to the Intercreditor Agreement, Agent shall have all rights and remedies available to it under the Loan Agreement, the other Loan Documents, and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Debtor hereby agrees that such rights and remedies include the right of Agent as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to the UCC. Debtor hereby agrees that Agent shall at all times have such royalty-free licenses, to the extent permitted by law and the other Loan Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Debtor in which Agent has a security interest, including Agent's rights to sell inventory, tooling or packaging which is acquired by Debtor (or their successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Agent shall

have the right but shall in no way be obligated to bring suit, or to take such other action as Agent, in the exercise of its discretion, deems necessary, in the name of Debtor or Agent, to enforce or protect any of the Trademark Collateral, in which event Debtor shall, at the request of Agent, do any and all lawful acts and execute any and all documents required by Agent in aid of such enforcement. To the extent that Agent shall elect not to bring suit to enforce such Trademark Collateral, Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Agent for the benefit of the Lender Group and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, except to the extent that the validity or perfection of the security interests hereunder in respect of the Trademark Collateral are governed by federal law, in which case such choice of California law shall not be deemed to deprive Agent of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. Notwithstanding the foregoing, Agent may reexecute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original

executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

16. Loan Documents. Debtor acknowledges that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and the other Loan Documents and all such rights and remedies are cumulative.

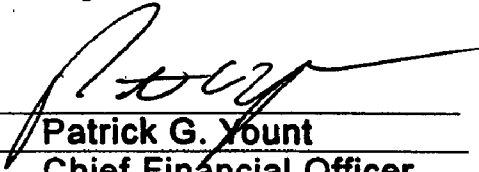
17. No Inconsistent Requirements. Debtor acknowledges that this Agreement, the Loan Agreement, and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

18. Termination. Upon the indefeasible payment and performance in full of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtor, at Debtor's expense, as shall be necessary to evidence termination of the security interest granted by Debtor to Agent for the benefit of the Lender Group hereunder, including cancellation of this Agreement by written notice from Agent to the PTO.

[Signature page follows]

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

HUDSON RESPIRATORY CARE INC.,
a California corporation

By: 
Name: Patrick G. Yount
Title: Chief Financial Officer

MW POST ADVISORY GROUP, LLC,
a Delaware limited liability company, as Agent

By: _____
Name: Lawrence Post
Title: Chief Executive Officer

Signature Page
Trademark Security Agreement

TRADEMARK
REEL: 002848 FRAME: 0673

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

HUDSON RESPIRATORY CARE INC.,
a California corporation

By: _____
Name: _____
Title: _____

MW POST ADVISORY GROUP, LLC,
a Delaware limited liability company, as Agent

By: Lawrence A. Post
Name: Lawrence Post
Title: Chief Executive Officer

Signature Page
Trademark Security Agreement

TRADEMARK
REEL: 002848 FRAME: 0674

SCHEDULE A

Trademarks of Debtor

[see attached]

Hudson Respiratory Care Inc.

Quarterly Trademark Status Report

Revised: September 23, 2003

Case Number	Trademark Name	Class	Country	Status	Application Number	Filing Date	Reg Number	Reg Date	Renewal Date
HUDSON.003WCL	HUDSON	10	CL	REGISTERED			258245	3/18/82	3/18/92
HUDSON.014T	CONCHATHERM III	10	US	Registered	74/061454	5/22/90	1640354	4/9/91	4/9/11
HUDSON.015T	STAR LUMEN	10	US	Renewed	74/065874	6/4/90	1704754	8/4/92	8/4/12
HUDSON.019T	SEE-THRU	10	US	REGISTERED	72/362694	6/15/70	960663	6/5/73	6/5/13
HUDSON.020T	SMOOTH-FLO	10	US	REGISTERED	73/502818	10/9/84	1367473	10/29/85	10/29/05
HUDSON.021T	UP-DRAFT	44	US	REGISTERED	437310	10/2/72	988503	7/16/74	7/15/04
HUDSON.021WCL	UP-DRAFT	10	CL	REGISTERED	371590		488616	6/26/97	6/26/07

Case Number	Trademark Name	Class	Country	Status	Application Number	Filing Date	Reg Number	Reg Date	Renewal Date
HUDSON.022T	VENTI-COMP	10	US	Renewed	73/294436	1/26/81	1182825	12/22/81	12/22/11
HUDSON.024WPH	VENTRONICS	9	PH	REGISTERED	49089	9/6/82	35551	4/2/86	4/2/06
HUDSON.025T	AVA-NEB	10	US	REGISTERED	73/777639	1/30/89	1564294	11/7/89	11/7/09
HUDSON.026T	CATH-GUIDE	10	US	Renewed	72/411492	12/30/71	958994	5/15/73	5/15/13
HUDSON.027T	CORR-A-TUBE	44	US	REGISTERED	72/237129	1/24/66	825863	3/14/67	3/14/07
HUDSON.029T	CORR-A-FLEX	10	US	REGISTERED	73/344346	1/4/82	1250224	9/6/83	9/6/13
HUDSON.033WAR	HUDSON	10	AR	REGISTERED	2074196	3/20/97	1660269	3/20/87	3/11/08
HUDSON.033WAT	HUDSON	9, 10	AT	REGISTERED	AM4244/86	12/30/86	119518	5/10/88	5/31/08

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HUDSON.033WBX	HUDSON	10	BX	REGISTERED	590384	2/18/82	309633	2/18/82	2/18/12
HUDSON.033WCH	HUDSON	10	CH	REGISTERED	627HUDSON	2/4/82	317825	2/4/82	2/4/12
HUDSON.033WCO	HUDSON	9	CO	REGISTERED	264877	1/9/87	128521	2/27/90	2/27/05
HUDSON.033WDE	HUDSON	9,10	DE	REGISTERED	H496509WZ	2/4/82	1036750	8/9/82	2/4/12
HUDSON.033WDK	HUDSON	9,10	DK	REGISTERED	850	2/23/92	4381	12/16/83	12/16/13
HUDSON.033WES	HUDSON	9	ES	REGISTERED	1172042	12/11/86	1172042	10/20/88	10/20/08
HUDSON.033WFR	HUDSON	9,10	FR	REGISTERED	326659	12/20/91	1713448	12/20/91	12/20/11
HUDSON.033WIE	HUDSON	9,10	IE	REGISTERED	308/82	2/3/82	108091	2/3/82	2/3/13

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HUDSON.033WIN	HUDSON AND "H"	9	IN	REGISTERED	454008	5/13/86	454008	5/13/86	5/13/07
HUDSON.033WIT	HUDSON	9,10	IT	REGISTERED	2002C00029	2/24/82	402228	2/13/86	2/24/12
HUDSON.033WJP	HUDSON	10	JP	REGISTERED	719304/95	6/14/95	1783429	6/25/85	6/25/05
HUDSON.033WKR	HUDSON	39	KR	REGISTERED	1982-5272	6/2/82	86990	12/20/82	12/20/12
HUDSON.033WMX	HUDSON	10	MX	REGISTERED	209120	11/24/82	285108	11/24/82	11/24/02
HUDSON.033WNZ	HUDSON	9	NZ	REGISTERED	140617	2/9/82	140617	5/4/87	2/9/17
HUDSON.033WNZZ	HUDSON	10	NZ	REGISTERED	B140618	2/9/82	B140618	5/4/87	2/9/17
HUDSON.033WVE	HUDSON	NATION	VE	REGISTERED	1521-82	3/5/82	114385-F	9/24/85	9/24/10

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HUDSON.035T	LIFESAVER	10	US	REGISTERED	73/320674	7/29/81	1234472	4/12/83	4/12/13
HUDSON.036T	MULTI-VENT	10	US	REGISTERED	432002	8/7/72	1004552	2/11/75	2/11/05
HUDSON.039T	UP-DRAFT II	10	US	REGISTERED	73/415860	3/4/83	1287013	7/24/84	7/24/04
HUDSON.041T	NEB-U-MIST	10	US	Renewed	72/432003	8/7/72	959005	5/15/73	5/15/13
HUDSON.041WAW	"H" DESIGN	10	AU	REGISTERED	B371244	2/5/82	B371244	2/5/82	2/5/13
HUDSON.042T	NEB-U-MASK	10	US	REGISTERED	21865	5/20/74	1010958	5/20/75	5/20/05
HUDSON.044T	VENTILARM	10	US	REGISTERED	73/564380	10/21/85	1394785	5/27/86	5/27/06
HUDSON.045WKR2	VENTRONICS AND V DESIGN	NATION	KR	REGISTERED	82-5274		86991	12/20/82	12/20/92

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HUDSON.045WNZ1	VENTRONICS AND V DESIGN	9	NZ	REGISTERED	140621	2/9/82	140621	2/9/82	2/9/03
HUDSON.047T	ADDIPAK	5	US	REGISTERED	466580	8/27/73	1004041	2/4/75	2/4/05
HUDSON.047WCA	ADDIPAK		CA	REGISTERED	378384	4/11/74	208935	8/22/75	8/22/05
HUDSON.047WJP	ADDIPAK	10	JP	REGISTERED	91704/91	9/2/91	2608422	12/24/93	12/24/13
HUDSON.048WCA	ADDIPAK	N/A	CA	REGISTERED	389300	9/2/75	216258	9/24/76	9/24/06
HUDSON.048WPR	ADDIPAK	44	PO	REGISTERED	19266	9/27/74	19266	1/28/75	1/28/05
HUDSON.050T	AQUAPAK	44	US	Renewed	72383817	2/16/71	0926951	1/11/72	1/11/12
HUDSON.050WAR	AQUAPAK	10 (OLD)	AR	REGISTERED	1976928	5/12/95	1616744	9/24/96	9/24/06

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HUDSON.050WAT	AQUAPAK	10	AT	REGISTERED	AM92874	4/1/74	77782	7/11/74	7/11/04
HUDSON.050WAU	AQUAPAK	10	AU	REGISTERED	277845	4/24/74	A277845	4/24/74	4/24/09
HUDSON.050WBX	AQUAPAK	10	BX	REGISTERED	20796	12/6/71	306623	12/6/71	12/6/11
HUDSON.050WCA	AQUAPAK		CA	REGISTERED	353,669	5/25/72	189503	3/23/73	3/23/18
HUDSON.050WCH	AQUAPAK	10	CH	REGISTERED	403173	1/30/73	403165	7/3/73	12/10/12
HUDSON.050WCL	AQUAPAK	10	CL	REGISTERED	281138	7/28/94	431665	9/26/84	9/20/04
HUDSON.050WDK	AQUAPAK	5, 10	DK	REGISTERED	4018/1973	9/3/73	2229/1975	5/23/75	5/23/05
HUDSON.050WDR	AQUAPAK	69	DO	REGISTERED	1308	11/15/79	30022	2/15/80	2/15/10

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HUDSON.050WFI	AQUAPAK	10	FI	REGISTERED	102074	4/18/74	71023	12/4/79	12/4/09
HUDSON.050WFR	AQUAPAK	10	FR	REGISTERED	124105	12/10/71	1655146	4/11/91	4/11/11
HUDSON.050WGB	AQUAPAK	10	GB	REGISTERED	984206	12/3/71	B984206	5/11/73	12/3/06
HUDSON.050WGR	AQUAPAK	10	GR	REGISTERED	53789	11/12/74	53789	5/11/76	11/12/04
HUDSON.050WIE	AQUAPAK	10	IE	REGISTERED	B192273	7/10/73	B82974	7/10/73	7/10/08
HUDSON.050WIT	AQUAPAK	10	IT	REGISTERED	M192C00616	9/7/92	281731	5/2/74	9/7/12
HUDSON.050WJP	AQUAPAK	10	JP	REGISTERED	140518/1973	8/31/73	2274132	10/31/90	10/31/10
HUDSON.050WNO	AQUAPAK	10	NO	REGISTERED		7/26/76	99220	7/14/77	7/14/07

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HUDSON.050WPA	AQUAPAK	10	PA	REGISTERED	640/80	4/18/80	25276	9/9/80	9/9/10
HUDSON.050WPR	AQUAPAK	NATION	PO	REGISTERED	19267	9/27/74	19267	2/20/75	2/20/05
HUDSON.050WPT	AQUAPAK	10	PT	REGISTERED		5/31/74	186482	11/20/81	11/20/11
HUDSON.050WSE	AQUAPAK	10	SE	REGISTERED	4187/73	8/29/73	145723	1/18/74	1/18/04
HUDSON.050WTR	AQUAPAK	10	TR	REGISTERED	30910	9/7/94	82424	3/3/75	5/17/04
HUDSON.050WZA	AQUAPAK	10	ZA	REGISTERED	73/4460	8/28/73	73/4460	7/3/74	8/28/13
HUDSON.051T	AQUATHERM	44	US	REGISTERED	72/436889	9/27/72	968730	9/18/73	9/18/13
HUDSON.051WBX	AQUATHERM	10	BX	REGISTERED	33055	10/5/73	320996	10/5/73	10/5/13

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HUDSON.051WCA	AQUATHERM		CA	REGISTERED	367574	8/27/73	199631	6/7/74	6/7/04
HUDSON.051WDE	AQUATHERM	10	DE	REGISTERED	R44348/10W	6/3/86	1100981	1/8/87	6/3/06
HUDSON.051WDK	AQUATHERM	10	DK	REGISTERED	401973	9/3/73	21541974	7/5/74	7/5/04
HUDSON.051WES	AQUAPAK	10	ES	REGISTERED	1963260	5/5/95	1963260	7/5/96	5/5/05
HUDSON.051WFR	AQUATHERM	5, 10, 11	FR	REGISTERED	158964	9/10/73	1224374	9/10/73	1/13/13
HUDSON.051WGB	AQUATHERM	10	GB	REGISTERED	1016805	9/3/73	A1016805	1/15/75	9/3/08
HUDSON.051WIE	AQUATHERM	10	IE	REGISTERED	B2398/73	8/30/73	B83213	7/6/77	8/30/04
HUDSON.051WIT	AQUATHERM	10	IT	REGISTERED	M193C00596	8/26/93	676460	4/24/96	9/6/03

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HUDSON.051WZA	AQUATHERM	10	ZA	REGISTERED	73/4461	8/28/73	73/4461	8/28/73	8/28/13
HUDSON.056T	CONCHA	5	US	REGISTERED	73/129180	6/6/77	1099212	8/15/78	8/15/08
HUDSON.056WBX	CONCHA	10	BX	REGISTERED	39481	9/30/77	347968	9/30/77	9/30/07
HUDSON.056WCA	CONCHA		CA	REGISTERED	412297	6/21/77	238022	12/7/79	12/7/09
HUDSON.056WDE	CONCHA	5	DE	REGISTERED	R39682/5WZ	2/8/82	1039668	10/14/82	2/8/12
HUDSON.056WFR	CONCHA	10	FR	REGISTERED		2/10/82	1195186	2/10/82	2/10/12
HUDSON.056WGB	CONCHA	5	GB	REGISTERED	1169561	2/11/82	1169561	2/11/82	2/11/13
HUDSON.057T	CONCHA-COLUMN	10	US	REGISTERED	116937	2/24/77	1094337	6/27/78	6/27/08

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HUDSON.057WBX	CONCHA-COLUMN	10	BX	REGISTERED	39484	9/30/77	347971	9/30/77	9/30/07
HUDSON.057WCA	CONCHA-COLUMN		CA	REGISTERED	412294	6/21/77	238239	12/14/79	12/14/09
HUDSON.057WJP	CONCHA-COLUMN	10	JP	REGISTERED	91706/91	9/2/91	2609746	12/24/93	12/24/03
HUDSON.058T	CONCHAPAK	10	US	Registered	73/116994	2/24/77	1139858	9/23/80	9/23/10
HUDSON.058WAR	CONCHAPAK	10	AR	REGISTERED	1862210	2/16/82	1559915	4/28/95	4/28/05
HUDSON.058WBX	CONCHAPAK	10	BX	REGISTERED	39482	9/30/77	347969	9/30/77	9/30/07
HUDSON.058WCA	CONCHAPAK		CA	REGISTERED	412295	6/21/77	276147	1/28/83	1/28/13
HUDSON.058WDE	CONCHAPAK	10	DE	REGISTERED	R39683/10W	2/8/82	1036369	7/28/82	2/8/12

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HUDSON.058WES	CONCHAPAK	10	ES	REGISTERED		2/22/82	998030	1/5/83	2/22/12
HUDSON.058WFR	CONCHAPAK	10	FR	REGISTERED	620429	2/10/82	1195187	2/10/82	2/10/12
HUDSON.058WGB	CONCHAPAK	10	GB	REGISTERED	1169562	2/11/82	1169562	2/11/82	2/11/13
HUDSON.058WJP	CONCHAPAK	10	JP	REGISTERED	91708/91	9/2/91	2608423	12/24/93	12/24/13
HUDSON.058WPA	CONCHAPAK	10	PA	REGISTERED	31741	12/15/82	31741	6/17/83	6/17/13
HUDSON.058WVZ	CONCHAPAK	NATION	VE	REGISTERED	169/82	1/18/82	117048-F	4/18/86	4/18/11
HUDSON.059T	CONCHATHERM	10	US	REGISTERED	73/117684	3/2/77	1103074	10/31/78	10/31/08
HUDSON.059WBX	CONCHATHERM	10	BX	REGISTERED	39483	9/30/77	347970	9/30/77	9/30/07

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HUDSON.059WCA	CONCHATHERM	N/A	CA	REGISTERED	412,296	6/21/77	TMA	7/25/80	7/25/10
HUDSON.059WJP	CONCHATHERM	10	JP	REGISTERED	91710/91	9/2/91	2609747	12/24/93	12/24/13
HUDSON.063T	EVACUPAK	10	US	REGISTERED	72/449596	2/23/73	0994778	10/1/74	10/1/04
HUDSON.063WAU	EVACUPAK	10	AU	REGISTERED	277846	4/24/74	A277846	9/1/75	4/24/09
HUDSON.063WCA	EVACUPAK		CA	REGISTERED	374,503	4/18/74	208,555	8/1/75	8/1/05
HUDSON.063WCH	EVACUPAK	10	CH	REGISTERED	2146	5/3/74	405349	2/11/93	2/11/13
HUDSON.063WCL	EVACUPAK	10	CL	REGISTERED	281139	7/28/94	431666	8/16/84	9/20/04
HUDSON.063WDE	EVACUPAK	10	DE	REGISTERED	R31056/10W	4/22/74	931257	5/23/75	4/22/04

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HUDSON.063WDK	EVACUPAK	10	DK	REGISTERED	1866/1974	4/23/74	VRO0909/1	2/28/75	2/28/05
HUDSON.063WES	EVACUPAK		ES	REGISTERED	751135	4/29/74	751135	3/29/76	4/29/04
HUDSON.063WFR	EVACUPAK	10	FR	REGISTERED	173719	5/20/74	902420	5/20/74	5/18/04
HUDSON.063WGB	EVACUPAK	10	GB	REGISTERED	1028241	4/19/74	B1028241	9/10/75	4/19/05
HUDSON.063WIE	EVACUPAK	10	IE	REGISTERED	1176/74	4/22/74	B85282	5/12/78	4/22/09
HUDSON.063WIT	EVACUPAK	10	IT	REGISTERED	M194C00548	6/6/94	303593	6/13/77	6/11/04
HUDSON.063WJP	EVACUPAK	10	JP	REGISTERED	52681/1974	4/22/74	2261086	8/30/90	8/30/10
HUDSON.063WPR	EVACUPAK	44	PO	REGISTERED	19265	9/27/74	19265	1/28/75	1/28/05

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HUDSON.063WSE	EVACUPAK	10	SE	REGISTERED	2008/74	4/23/74	148792	9/27/74	9/27/04
HUDSON.063WVZ	EVACUPAK	NATION	VE	REGISTERED	4299	5/9/74	80856	2/5/76	2/5/06
HUDSON.063WZA	EVACUPAK	10	ZA	REGISTERED	74/2032	4/23/74	74/2032	5/5/75	4/23/04
HUDSON.066WCH	MONAPAK	10	CH	REGISTERED	402/73	1/30/73	403166	7/3/73	12/10/12
HUDSON.068WCA	RCI		CA	REGISTERED	391276	11/5/75	218083	12/31/76	12/31/06
HUDSON.070WAW	H/LUNG DESIGN	9	AU	REGISTERED	565419	10/17/91	A565419	11/7/95	10/17/08
HUDSON.070WBX	H LUNG DESIGN	9, 10, 11	BX	REGISTERED	770698	10/17/91	506151	7/1/92	10/17/11
HUDSON.070WCA	H/LUNG DESIGN		CA	REGISTERED	691882	10/18/91	420245	12/3/93	12/3/08

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HUDSON.070WFR	H/LJUNG DESIGN	9, 10	FR	REGISTERED	314175	10/17/91	1700122	10/17/91	10/17/11
HUDSON.070WGB	H/LJUNG DESIGN	9	GB	REGISTERED	1479949	4/18/91	1479949	4/18/91	4/17/08
HUDSON.070WGU	H/LJUNG DESIGN	9, 10, 11	DE	REGISTERED	H66409/10W	10/17/91	2063366	4/27/94	10/17/11
HUDSON.070WJP	H/LJUNG DESIGN	10	JP	REGISTERED	91712/91	9/2/91	2650485	4/28/94	4/28/04
HUDSON.070WNO	H/LJUNG DESIGN	9, 10	NO	REGISTERED	91-5258	10/17/91	152194	9/10/92	9/10/12
HUDSON.070WSE	H/LJUNG DESIGN	9, 10	SE	REGISTERED	91-08923	10/17/91	239776	9/4/92	9/4/12
HUDSON.070WTW	H/LJUNG DESIGN	NATION	TW	REGISTERED	80/41559	9/11/91	573718	10/16/92	10/15/12
HUDSON.071T	H/LJUNG DESIGN	10	US	Renewed	74/157953	4/17/91	1691335	6/9/92	6/9/12

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HUDSON.071WAW	H/LUNG DESIGN	10	AU	REGISTERED	565418	10/17/91	A565418	11/7/95	10/17/08
HUDSON.071WGB	H/LUNG DESIGN	10	GB	REGISTERED	1479950	4/17/91	1479950	4/17/91	4/17/08
HUDSON.072T	HUDSON RCI AND DESIGN	9 & 11	US	REGISTERED	74/158078	4/17/91	1685142	5/5/92	5/5/12
HUDSON.073T	HUDSON RCI AND DESIGN	10	US	Renewed	74/157942	4/17/91	1678393	3/10/92	3/10/12
HUDSON.074T	HUDSON RCI AND DESIGN	9	US	Renewed	74/158129	4/17/91	1753651	2/23/93	2/23/13
HUDSON.075T	HUDSON RCI & DESIGN	10	US	Renewed	74/158128	4/17/91	1678394	3/10/92	3/10/12
HUDSON.076T	HUDSON RCI	9	US	Renewed	74/157941	4/17/91	1729000	11/3/92	11/3/12
HUDSON.076WAW	HUDSON RCI	9	AU	REGISTERED	565416	10/17/91	B565416	6/17/95	10/17/08

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HUDSON.076WBR	HUDSON RCI	9	BR	Published	821005421	8/21/98			
HUDSON.076WBX	HUDSON RCI	9, 10, 11	BX	REGISTERED	770697	10/17/91	505510	6/1/92	10/17/11
HUDSON.076WCA	HUDSON RCI		CA	REGISTERED	691914	10/18/91	415963	8/27/93	8/27/08
HUDSON.076WFR	HUDSON RCI	9, 10	FR	REGISTERED	314176	10/17/91	1700123	10/17/91	10/17/11
HUDSON.076WGB	HUDSON RCI	9	GB	REGISTERED	1479947	10/17/91	1479947	7/15/94	4/17/08
HUDSON.076WGU	HUDSON RCI	9, 10, 11	DE	REGISTERED	H66410/10W	10/17/91	2100968	8/13/96	10/17/11
HUDSON.076WJP	HUDSON RCI	10	JP	REGISTERED	9170391		2693670	8/31/94	8/31/04
HUDSON.076WNO	HUDSON RCI	9, 10	NO	REGISTERED	91.5257	10/17/91	157616	7/8/93	7/8/13

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HUDSON.076WSE	HUDSON RCI	9, 10	SE	REGISTERED	91-08924	10/17/91	317861	10/4/96	10/4/06
HUDSON.076WTW	HUDSON RCI	NATION	TW	REGISTERED	80/41560	9/11/91	573719	10/16/92	10/15/12
HUDSON.077T	HUDSON RCI	10	US	Renewed	74/158130	4/17/91	1695930	6/23/92	6/23/12
HUDSON.077WAU	HUDSON RCI	10	AU	REGISTERED	565417	10/17/91	B565417	6/17/95	10/17/08
HUDSON.077WGB	HUDSON RCI	10	GB	REGISTERED	1479948	10/17/91	1479948	7/8/94	4/17/08
HUDSON.078WCA	AQUACADE		CA	REGISTERED	374502	4/19/74	209934	10/10/75	10/10/05
HUDSON.087WCA	FLO-THRU		CA	REGISTERED	697702	1/28/92	442253	4/28/95	4/28/10
HUDSON.087WCH	FLO-THRU	INTERN	CH	REGISTERED	1006/1992.5	1/27/92	395716	10/19/92	1/27/12

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HUDSON.087WJP	FLO-THRU	JAPANE	JP	REGISTERED	8155/1992	1/30/92	2630865	3/31/94	3/31/04
HUDSON.088T	THERMAGARD	11	US	REGISTERED	74/195414	8/16/91	1899754	6/13/95	6/13/05
HUDSON.088WAL	THERMAGARD	INTERN	AU	REGISTERED	575164	3/25/92	A575164	8/4/94	3/25/09
HUDSON.088WCA	THERMAGARD	10	CA	REGISTERED	69895	2/13/92	422584	1/28/94	1/28/09
HUDSON.088WGB	THERMAGARD	10	GB	REGISTERED	1490996	2/14/92	B1490996	2/14/92	2/14/09
HUDSON.090WJP	ADDIPAK IN KATAKANA	10	JP	REGISTERED	91705/91	9/2/91	2636525	3/31/94	3/31/04
HUDSON.091WJP	CONCHA-COLUMN IN KATAKANA	10	JP	REGISTERED	91707/91	9/2/91	2659017	5/31/94	5/31/04
HUDSON.092WJP	CONCHAPAK IN KATAKANA	10	JP	REGISTERED	91709/91	9/2/91	2659018	5/31/94	5/31/04

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HUDSON.093WJP	CONCHA THERM IN KATAKANA	10	JP	REGISTERED	91711/91	9/2/91	2659019	5/31/94	5/31/04
HUDSON.094WGB	CONCHAPAK	5	GB	REGISTERED	1174563	5/7/82	1174563	5/7/82	5/7/13
HUDSON.100WDE	AQUAPAK	5, 10	DE	REGISTERED	R30479/10W	9/3/73	927423	1/31/75	9/3/03
HUDSON.101WJP	CONCHA (IN KATAKANA)	NATION	JP	REGISTERED	3974/1984	1/20/84	1976546	8/19/87	8/19/07
HUDSON.102WCH	AQUATHERM	10, 11	CH	REGISTERED	5058	4/1/74	405337	2/11/93	2/11/13
HUDSON.105T	MICRO MIST	10	US	REGISTERED	74/214846	10/23/91	1839905	6/14/94	6/14/04
HUDSON.116WTW	H/LUNG DESIGN	TAIWA	TW	REGISTERED	81-20273	4/28/92	580375	12/16/92	12/15/12
HUDSON.117WTW	H/LUNG DESIGN	TAIWA	TW	REGISTERED	81-20274	4/28/92	646571	7/1/94	6/30/04

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HUDSON.118WTW	HUDSON RCI	TAIWA	TW	REGISTERED	81-20271	4/28/92	580374	12/16/92	12/15/12
HUDSON.121WMX	AQUAPAK	10	MX	REGISTERED	144406	7/9/92	435287	6/7/93	7/9/12
HUDSON.126T	H LUNG DESIGN	9, 11	US	Renewed	74/295242	7/16/92	1758127	3/16/93	3/16/13
HUDSON.128WKR	HUDSON	11	KR	REGISTERED	1982-5273	6/1/82	89917	4/12/83	4/12/13
HUDSON.131WBR	HUDSON	NATION	BR	REGISTERED	812874706		812874706	2/21/89	2/21/09
HUDSON.144WAR	HUDSON	10	AR	REGISTERED	1940895	2/22/82	1556703	12/6/84	3/31/05
HUDSON.154WIN	HUDSON AND "H"	10	IN	REGISTERED	454009	5/13/86	454009	1/27/91	5/13/07
HUDSON.159WCO	HUDSON	10	CO	REGISTERED	264877	1/9/87	129390	2/15/90	2/15/05

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HUDSON.160WJP	AQUAPAK IN KATAKANA	10	JP	REGISTERED	146519/1973	8/31/73	2274133	10/31/90	10/31/10
HUDSON.161WJP	EVACUPAK IN KATAKANA	10	JP	REGISTERED	52682/1974	4/22/74	2262814	9/21/90	9/21/10
HUDSON.170T	SOFTECH	10	US	REGISTERED	74/469210	12/13/93	1928616	10/17/95	10/17/05
HUDSON.170WAU	SOFTECH	10	AU	REGISTERED	631368	6/3/94	631368	6/3/94	6/3/04
HUDSON.170WBR	SOFTECH	NATION	BR	Registered	817888225	6/10/94	817888225	10/15/96	10/15/06
HUDSON.170WBX	SOFTECH	10	BX	REGISTERED	827848	5/30/94	555953	5/2/95	5/30/04
HUDSON.170WCA	SOFTECH	10	CA	REGISTERED	756854	6/6/94	TMA478528	7/15/97	7/15/12
HUDSON.170WDE	SOFTECH	10	DE	REGISTERED	H72462/10W	6/3/94	2909719	8/7/95	6/3/04

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HUDSON.170WES	SOFTECH	10	ES	REGISTERED	1907140	6/6/94	1907140	5/5/95	6/6/04
HUDSON.170WFR	SOFTECH	10	FR	REGISTERED	94/524091	6/10/94	94524091	11/18/94	6/9/04
HUDSON.170WGB	SOFTECH	10	GB	REGISTERED	1573986	6/2/94	1573986	6/16/94	6/2/11
HUDSON.170WIE	SOFTECH	10	IE	REGISTERED	94/3261	5/30/94	160537	12/13/93	12/12/10
HUDSON.170WIN	SOFTECH	NATION	IN	Registered	629107	5/27/94	629107	9/5/01	5/27/08
HUDSON.170WIT	SOFTECH	10	IT	REGISTERED	B094C00043	6/6/94	703272	1/27/97	6/6/04
HUDSON.170WJP	SOFTECH	10	JP	REGISTERED	56211/1994	6/7/94	4100744	1/9/98	1/9/08
HUDSON.170WMX	SOFTECH	10	MX	REGISTERED	201829	6/10/94	485974	3/24/95	6/10/04

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HUDSON.170WNO	SOFTECH	10	NO	REGISTERED	943017	5/30/94	173786	6/6/96	6/6/06
HUDSON.170WNZ	SOFTECH	10	NZ	REGISTERED	237446	5/31/94	237446	8/8/96	5/31/15
HUDSON.170WSE	SOFTECH	10	SE	REGISTERED	94-05759	5/31/94	265578	3/31/95	3/31/05
HUDSON.170WTW	SOFTECH	NATION	TW	REGISTERED	83-39578	6/9/94	680188	5/16/95	5/16/05
HUDSON.170WZA	SOFTECH	10	ZA	REGISTERED	945418	5/30/94	94/5418	12/11/96	5/30/04
HUDSON.171WBR	SOFTECH	9	BR	REGISTERED	817888233	6/10/94	817888233	9/3/96	9/3/06
HUDSON.192T	BI-FLO	10	US	REGISTERED	75/163676	9/10/96	2154281	4/28/98	4/28/08
HUDSON.193T	BITE GARD	10	US	REGISTERED	75/163677	9/10/96	2133393	1/27/98	1/27/08

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HUDSON.195T	AQUA+	10	US	REGISTERED	74210094	10/2/91	1832068	4/19/94	4/19/04
HUDSON.195WBX	AQUA+	10	BX	REGISTERED	828967	6/16/94	556717	5/2/95	6/16/04
HUDSON.195WE	AQUA+	10	DE	REGISTERED	2097530	6/28/94	2097530	6/26/95	6/28/04
HUDSON.195WES	AQUA+	10	ES	Registered	1911277	6/29/94	1911277	7/5/95	6/29/04
HUDSON.195WFR	AQUA+	10	FR	REGISTERED	94527446	4/7/94	94527446	4/7/94	4/7/04
HUDSON.195WGB	AQUA+	10	GB	REGISTERED	1575504	6/16/94	B1575504	6/16/94	6/16/11
HUDSON.195WIT	AQUA+	10	IT	REGISTERED	T094C00175	6/23/94	683740	7/4/96	6/23/04
HUDSON.195WSE	AQUA+	10	SE	REGISTERED	5668/1994	5/27/94	315493	8/9/96	8/9/06

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HUDSON.200T	BREATHING, MADE EASIER	5,10 &	US	REGISTERED	75/204948	11/27/96	2179987	8/1/98	8/11/08
HUDSON.200WJP	BREATHING MADE EASIER	5,10	JP	REGISTERED	120955/1997	5/27/97	4246600	3/5/99	3/5/09
HUDSON.217T	VENTILARM	10	US	REGISTERED	73/564380	10/21/85	1394785	5/27/86	5/27/06
HUDSON.218T	CATH-GUIDE	10	US	REGISTERED	75/513068	7/6/98	2272128	8/24/99	8/24/09
HUDSON.218WCA	CATH-GUIDE	10	CA	Registered	899388	12/14/98	541073	2/12/01	2/12/16
HUDSON.218WEU	CATH-GUIDE	10	EU	Registered	1016757	12/15/98	1016757	3/14/00	12/15/08
HUDSON.221WAU	HUDSON RCI BREATHING, MADE ...	5,10,40	AU	REGISTERED	779136	11/24/98	779136	11/24/98	11/24/08
HUDSON.221WTW	HUDSON RCI BREATHING, MADE ...	10	TW	Registered	(87)059880	12/11/98	881669	2/1/00	10/15/12

Site	Renewal Date
5/99	3/26/09
5/94	3/15/04
2/92	3/10/12
3/87	2/3/07
3/85	9/3/05
2/89	5/2/09
5/84	9/26/04
7/76	4/27/06

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HUDSON.241WAW	TRIFLO	10	AU	REGISTERED	295398	3/24/76	B295398	4/10/78	3/24/07
HUDSON.241WBX	TRIFLO	10	BX	REGISTERED	36667	11/26/75	336215	2/20/76	11/26/05
HUDSON.241WCA	TRIFLO	10	CA	REGISTERED	391505	11/10/75	TMA264601	11/27/81	11/27/11
HUDSON.241WCH	TRIFLO	10	CH	REGISTERED	1076	3/2/76	281759	5/26/76	3/2/06
HUDSON.241WCN	TRIFLO	10	CN	REGISTERED	162747	7/29/80	162747	9/30/82	9/29/12
HUDSON.241WDE	TRIFLO	10	DE	REGISTERED	25267/10WZ	1/24/76	950508	10/22/76	1/24/06
HUDSON.241WDK	TRIFLO	10	DK	REGISTERED	4718/83	10/3/83	3335/84	9/14/84	9/14/04
HUDSON.241WFI	TRIFLO	10	FI	REGISTERED	6143/75	12/23/75	72718	4/8/80	4/8/10

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HUDSON.241WFR	TRIFLO	10	FR	REGISTERED	209934	2/13/76	1341293	2/13/76	2/4/06
HUDSON.241WGB	TRIFLO	10	GB	REGISTERED	1057257	1/9/76	B1057257	4/12/79	1/9/07
HUDSON.241WIE	TRIFLO	10	IE	REGISTERED	2654/83	9/30/83	108862	5/31/85	9/30/04
HUDSON.241WIL	TRIFLO	9	IL	REGISTERED	57177	9/16/83	57177	9/10/87	9/16/04
HUDSON.241WIT	TRIFLO	10	IT	REGISTERED	17292C/76	2/16/76	327783	8/4/81	2/16/06
HUDSON.241WJP	TRI-FLO	10	JP	REGISTERED	723504/1995	2/3/81	1801583	8/29/85	8/29/05
HUDSON.241WMX	TRIFLO	9,10,21	MX	REGISTERED	35665	12/24/87	356777	12/14/88	12/24/12
HUDSON.241WNO	TRIFLO	10	NO	REGISTERED	124014	11/24/75	98883	5/12/77	5/12/07

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HUDSON.241WNZ	TRIFLO	10	NZ	REGISTERED	120602	8/5/77	B120602	12/6/83	8/5/12
HUDSON.241WSE	TRIFLO	10	SE	REGISTERED	76-0513	2/2/76	156351	7/30/76	7/30/06
HUDSON.241WTW	TRIFLO	10	TW	REGISTERED	259449	10/1/84	259449	10/1/84	9/30/04
HUDSON.243T	VOLDYNE	10	US	REGISTERED	73/068262	11/7/75	1056922	1/25/77	1/25/07
HUDSON.243WAT	VOLDYNE	10	AT	REGISTERED	AM 175581	7/22/81	98152	11/4/81	11/4/11
HUDSON.243WAW	VOLDYNE	10	AU	REGISTERED	363426	7/27/81	363426	11/11/83	7/27/12
HUDSON.243WBX	VOLDYNE	10	BX	REGISTERED	644217	7/27/81	0374751	7/27/81	7/27/11
HUDSON.243WCA	VOLDYNE	10	CA	REGISTERED	464140	1/16/81	266952	2/26/82	2/26/12

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HUDSON.243WCH	VOLDYNE	10	CH	REGISTERED	3050	5/5/88	362310	8/13/88	5/5/08
HUDSON.243WDD	VOLDYNE	10	DD	REGISTERED	5982115	9/23/81	643667	9/23/81	9/23/11
HUDSON.243WDE	VOLDYNE	10	DE	REGISTERED	30505/10WZ	8/21/81	1030355	8/21/81	8/21/11
HUDSON.243WDK	VOLDYNE	10	DK	REGISTERED	3278	8/7/81	754/82	2/12/82	2/12/12
HUDSON.243WES	VOLDYNE	10	ES	Registered	983080	8/24/81	983080	7/20/82	8/24/11
HUDSON.243WFI	VOLDYNE	10	FI	REGISTERED	R200301718	8/12/81	85755	5/20/83	5/20/13
HUDSON.243WFR	VOLDYNE	10	FR	Registered	1687060	8/13/91	1179358	8/13/91	8/13/11
HUDSON.243WGB	VOLDYNE	10	GB	REGISTERED	1163224	10/17/81	1163224	2/2/83	10/17/12

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HUDSON.243WGR	VOLDYNE	10	GR	REGISTERED	69592	8/1/81	69592	12/17/82	8/11/11
HUDSON.243WHK	VOLDYNE	10	HK	REGISTERED	1137/1982	8/1/81	1137/1982	4/30/82	8/11/16
HUDSON.243WIE	VOLDYNE	10	IE	REGISTERED	2862/81	10/13/81	100463	1/24/84	10/12/12
HUDSON.243WIL	VOLDYNE	10	IL	Registered	52721	8/13/81	52721	10/8/84	8/13/16
HUDSON.243WIT	VOLDYNE	10	IT	REGISTERED	2001C00090	8/28/81	397178	2/3/86	8/28/11
HUDSON.243WJP	VOLDYNE	10	JP	REGISTERED	720663/1994	9/7/81	1716626	9/26/84	9/26/04
HUDSON.243WMX	VOLDYNE	10	MX	REGISTERED	6839	3/6/86	326787	6/18/87	3/6/11
HUDSON.243WNO	VOLDYNE	10	NO	REGISTERED	812094	8/3/81	112229	10/14/82	10/14/12

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HUDSON.243WNZ	VOLDYNE	10	NZ	REGISTERED	138262	8/4/81	138262	9/11/84	8/4/16
HUDSON.243WSE	VOLDYNE	10	SE	REGISTERED	81-4557	9/2/81	180200	2/19/82	2/19/12
HUDSON.259UIT	AQUATHERM	10	IT	Opposed					
HUDSON.267T	SHERIDAN/HVT	10	US	Registered	73/768214	12/2/88	1560698	10/17/89	10/17/09
HUDSON.268T	SPIRAL-FLEX	10	US	Registered	73/768215	12/2/88	1559680	10/10/89	10/10/09
HUDSON.269T	SHERIDAN	10	US	Registered	73/770429	12/19/88	1581320	2/6/90	2/6/10
HUDSON.269WJP	SHERIDAN	10	JP	Registered	107781/5	10/23/93	4160556	6/26/98	6/26/08
HUDSON.270T	SHERIDAN/CF	10	US	Registered	73/770392	12/19/88	1582418	2/13/90	2/13/10

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HUDSON.271T	FLEXIBEND	10	US	Registered	73/770430	12/19/88	1559682	10/10/89	10/10/09
HUDSON.272T	SHER-I-SWIV	10	US	Registered	73/775639	1/23/89	1558905	10/3/89	10/3/09
HUDSON.273T	SONATEMP	10	US	Registered	73/775640	1/23/89	1555649	9/12/89	9/12/09
HUDSON.274T	LAR-A-JECT	10	US	Registered	73/791355	4/3/89	1573138	12/26/89	12/26/09
HUDSON.275T	SONASCOPE	10	US	Registered	73/798684	5/8/89	1576250	1/9/90	1/9/10
HUDSON.276T	SHERIDAN & DESIGN	10	US	Renewed	74/030017	2/20/90	1654827	8/27/91	8/27/11
HUDSON.277T	FLEX-C-PAP	10	US	Registered	75/061881	2/23/96	2118368	12/2/97	12/2/07
HUDSON.278T	SHER-I-BRONCH	10	US	Registered	73/775617	1/23/89	1559688	10/10/89	10/10/09

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HUDSON.279T	SHER-I-SLIP	10	US	Registered	73/783724	2/28/89	1565739	11/14/89	11/14/09
HUDSON.280T	EZ-ENDO	10	US	Registered	76/092726	7/19/00	2572973	5/28/02	5/28/12
HUDSON.289WJP	TRIFLO	10	JP	Registered	2002-544018	10/16/02	1485468	10/30/81	10/30/11

Trademark Licenses

None