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Form PTO-1594 REC  
(Rev. 6-93)

09-22-2000  
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U.S. DEPARTMENT  
OF COMMERCE  
Patent & Trademark Office

OMB No. 065-0011 (exp. 4/94)

To The Honorable Commissioner of Patents and Trademarks  
thereof:

Attached original documents or copies

<p>1. Name of conveying party:  Midmark Corporation</p> <p>Additional name(s) of conveying party(ies) attached?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>3. Name and address of receiving party:  Name: <u>Ohio Medical Instrument Company, Inc.</u>  Internal Address: _____  Mailing Address: <u>4900 Charlemar Drive</u>  <u>Cincinnati, Ohio 45227</u></p> <p>Country: <u>U.S.A.</u></p> <p>Additional name(s) of conveying party(ies) attached?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>2. Nature of conveyance:   <input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement            <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>April 14, 2000</u></p>	

4. Application number(s) or trademark number(s): **TABBERT, Registration No. 1,245,158; ULTRALUX, Registration No. 1,682,801; CHICK, Registration No. 892,534; TOWER, Registration No. 1,004,247; and, CLT, Registration No. 1,056,534**

If this document is being filed together with a new application, the execution date of the application is: N/A

A. Trademark Application No(s). N/A      B. Trademark No(s). \_\_\_\_\_  
Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>Thomas J. Burger, Esq.</u>  Internal Address: <u>Wood, Herron &amp; Evans, L.L.P.</u>  <u>2700 Carew Tower</u>  Street Address: <u>441 Vine Street</u>  City: <u>Cincinnati</u> State: <u>Ohio</u> Zip: <u>45202</u></p>	<p>6. Total number of applications and trademarks involved: <u>5</u></p> <p>7. Total fee (37 CFR 33.41): <u>\$140.00</u>  <input checked="" type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account if deficiencies occur</p> <p>8. Deposit Account number: <u>23-3000</u>  (Attach duplicate copy of this page if paying by deposit account)</p>
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09/20/2000 DMGUYEN 00000247 1245158  
01 FC:481 40.00 DP  
02 FC:482 100.00 DP

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.*

Thomas J. Burger, Esq.                      Thomas J. Burger                      September 1, 2000  
Name of Person Signing                      Signature                      Date  
Total number of pages including cover sheet, attachments, and document: 9

## INTELLECTUAL PROPERTY ASSIGNMENT

INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of March 24, 2000, by MIDMARK CORPORATION (the "Assignor") to OHIO MEDICAL INSTRUMENT COMPANY, INC. (the "Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of March 15, 2000 (as the same may be amended, supplemented or modified from time to time, the "Agreement"), providing for the execution and delivery of this Assignment by Assignor to Assignee;

WHEREAS, pursuant to the Agreement, Assignor has agreed to assign the Intellectual Property (as defined below) of, related to, or used exclusively in the Business (as defined below) or necessary to operate the Business, including, without limitation, Intellectual Property pertaining to the 8100 surgical table, the ATS stretcher, and the "Chick" trademark, and the Intellectual Property set forth in Schedule I hereto (collectively, the "Assigned IP");

WHEREAS, "Intellectual Property" is defined under the Agreement as all trademarks, trade names, trademark applications, registrations and renewals, logos and corporate names (together with any derivations, modifications or adaptations hereof, and all good will associated therewith), patents (and applications), copyrights (and applications and registrations), research and development plans and data, internal and external reports, Confidential Information, customer lists, CD ROM data, product and operation manuals and similar proprietary information;

WHEREAS, "Business" is defined under the Agreement as the manufacture, distribution, sale, and servicing of stretchers, surgical tables that are targeted to the surgical operating room, surgical lights that are targeted to the surgical operating room, birthing room lights, and pediatric hospital cribs, the list which is set forth as Schedule 1.1A of the Agreement. "Business" does not include the manufacture, distribution, sale, or servicing of any other medical equipment or medical furniture. The medical equipment and medical furniture that is not part of the "Business" includes without limitation medical examination tables (including without limitation medical examination tables that are used for out-patient surgical procedures and in-office surgical procedures) and medical lights (including without limitation medical lights that are used in out-patient settings and in-office settings); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to purchase or acquire, all right, title and interest of Assignor in, to and under the Assigned IP;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee, and Assignee hereby accepts, all right, title and interest of Assignor in, to and under the Assigned IP throughout the world, any and all Letters Patent Domestic and Foreign issued or

to be issued thereon and all related reissuances, divisions, continuations, continuations in part, revisions, extensions, and reexaminations, registrations, applications for registration and issuances thereof, and the goodwill of the Business connected with the use thereof and symbolized thereby, all rights to apply for patents or registrations for or seek issuances of any thereof and any and all other rights corresponding thereto with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demand recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements or other unauthorized use of the Assigned IP, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignor further hereby irrevocably transfers and assigns to Assignee, and waives and agrees never to assert, any and all Moral Rights (as defined below) that Assignor may have in or with respect to the Assigned IP. As used in this Assignment, "Moral Rights" means, with respect to any given item of Assigned IP, any rights to claim authorship thereof, to object to or prevent any modification thereof, to withdraw from circulation or control the publication or distribution thereof, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a "moral right".

2. Assignor shall, and shall cause each of its affiliates to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances and assurances and take such other action as shall be necessary, or otherwise reasonably requested by Assignee, to confirm and assure the rights and obligations provided for in the Agreement relating to the Assigned IP, render effective the consummation of the transactions contemplated hereby and thereby relating to the Assigned IP, more effectively to vest in Assignee beneficial and record title to the Assigned IP, and to put Assignee in actual possession and operating control of the assigned IP, at the sole cost and expense of Assignor.

3. All representations and warranties from Assignor to Assignee in the Agreement with respect to the Assigned IP are incorporated herein by reference.

4. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

5. This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect of trademark, copyright and patent issues and, in all other respects including as to validity, interpretation and effect, by the laws of the State of Ohio without giving effect to the conflict of laws rules thereof to the extent that the application of the law of another jurisdiction would be required thereby.

6. Subject to Purchase Agreement. This Assignment shall be subject to the terms, conditions and limitations set forth in the Agreement, and in the event of a conflict between the provisions of this Assignment and the provisions of the Agreement, the provisions of the Agreement shall control. Without limiting the generality of the foregoing, this Assignment shall not be construed to expand the indemnification obligations or Limitations Periods (as defined in the Agreement) set forth in the Agreement.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

MIDMARK CORPORATION

By: James A. Eiting

Name: James A. Eiting

Title: Chair

STATE OF \_\_\_\_\_ )  
COUNTY OF Hamilton ) SS:

On this Thursday of April, 2000, before me personally came James A. Eiting to me known, who being by me duly sworn, did depose and say that s/he resides at Versailles, Ohio, that s/he is the Chair of Midmark Corporation, the corporation described in and which executed the above instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that s/he signed his name thereto by like order.

Kelly C. Meder  
Notary Public

[Seal]

**KELLY C. MEDER**  
Notary Public, State of Ohio  
My Commission Expires Oct. 10, 2000

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**SCHEDULE I**

**ASSIGNED IP**

SCHEDULE 2(a)(vi)

TO

ASSET PURCHASE AGREEMENT

Patents and Registered Trademarks

1. See attached 2 page listing of patents.
2. See attached 1 page listing of trademarks.
3. All rights and interests of Seller in the patents and patent applications listed in Schedule A of the Joint Development, Manufacturing, and Distribution Agreement dated January 3, 1995 by and among M. Schaerer AG, Sintra Holding, AG and Seller ("Schaerer Agreement"), a copy of which has been delivered to and received by Buyer. These rights and interests are subject to the rights of M. Schaerer AG, Sintra Holding, AG, and their successors and assignees, as more fully set forth in the Schaerer Agreement.

Midmark Corporation Patent Listing

CLIENT	MATTER	COUNTRY	TITLE	SERIAL NO.	FILING DATE	PATENT NO.	ISSUE DATE	STATUS
MID	030 P2	US	Handle for Releasing Side Rail of a Crib	855,996	04/25/86	4,752,977	06/28/88	11½ year maintenance fee due 12/28/99 Expires 04/25/2006
MID	030 P2	CA	Handle for Releasing Side Rail of a Crib	525,126	12/12/86	1,249,702	02/07/89	Expires 02/07/2006
MID	031 P2	US	Side Rail Assembly for a Wheeled Stretcher	855,998	04/25/86	4,653,129	03/31/87	11½ year maintenance fee paid 09/25/98 Expires 04/25/2006
MID	031 P2	CA	Side Rail Assembly for a Wheeled Stretcher	535,474	04/24/87	1,255,453	06/13/89	Expires 06/13/2006
MID	033 P2	US	Angular Tilt Control Mechanism for a Wheeled Stretcher	855,976	04/25/86	4,691,393	09/08/87	11½ year maintenance fee paid 03/08/99 Expires 04/25/2006
MID	033 P2	CA	Angular Tilt Control Mechanism for a Wheeled Stretcher	535,473	04/24/87	1,266,752	03/20/90	10th year tax due 03/20/2000 Expires 03/20/2007
MID	034 D2	US	Crib	857,575	04/25/86	D297,597	09/13/88	Expires 09/13/2002
MID	035 D2	US	Side Rail for a Crib	858,252	04/28/86	D300,997	05/09/89	Expires 05/09/2003
MID	035 D2	CA	Side Rail for Crib			57994	03/31/87	Expires 03/31/87
MID	046 P2	US	Patient Support Apparatus Having X-Ray Film Cartridge Shuttle Positioning Means	149,750	01/29/88	4,916,725	04/10/90	11 1/2 year maintenance fee due 10/10/2001 Expires 01/29/2008
MID	046 P2	CA	Patient Support Apparatus Having X-Ray Film Cartridge Shuttle Positioning Means	589,336	01/27/89	1,311,568	12/15/92	7th year tax due 12/14/99 Expires 12/15/2009
MID	047 P2	US	Film Cartridge Support for Bed-Like Stretcher	149,749	01/29/88	4,905,266	02/27/90	11 1/2 year maintenance fee due 08/27/2001 Expires 01/29/2008
MID	047 P2	CA	Film Cartridge Support for Bed-Like Stretcher	589,333	01/27/89	1,312,151	12/29/92	7th year tax due 12/29/99 Expires 12/29/2009
MID	073 P2	CA	Locking Mechanism for an IV Pole	2038238-4	03/14/91			9th year tax due 03/14/2000 Payment of Final Fee due 09/24/99 CIP of Serial No. 08/302,566
MID	100 P2A	US	Lamp System for Operating Theatres and the Like	07/456,102	12/22/89	4,994,945	02/19/91	11 1/2 year maintenance fee due 08/19/2002 Expires 12/22/2009

MID	100 P2	US	United States	Lamp System for Operating Theatres and the Like	302,566	01/26/89	4,937,715	06/26/90	11 1/2 maintenance fee due 12/16/2001 Expires 01/26/2009
MID	108 P2	US	United States	Locking Mechanism for an IV Pole	077707,168	05/24/91	5,078,349	01/07/92	7 1/2 year maintenance fee due 07/07/99 Expires 05/24/2011
MID	142 P2	US	United States	All Purpose Surgery Table	08/020,676	02/22/93	5,369,825	12/06/94	7 1/2 maintenance fee due 06/06/2002 Expires 02/22/2013
MID	170 P2	US	United States	Siderail Socket	08/339,963	11/15/94	5,538,215	07/23/96	3 1/2 year maintenance fee due 01/23/2000 Expires 11/15/2014
MID	171 P2A	US	United States	Surgical Table Side Extender Assembly	06/368,296	01/05/95	5,628,078	05/13/97	3 1/2 maintenance fee due 11/13/2000 Expires 01/05/2015
MID	171 P2	US	United States	Surgical Table	08/290,384	08/15/94			Issue Fee Paid 02/09/98 Awaiting Patent
MID	171 P2D	US	United States	Support Cushion for Surgery Table	08/583,194	01/04/96	5,754,397	05/28/93	3 1/2 maintenance fee due 11/26/2001 Expires 01/04/2016
MID	173 P2	US	United States	Floor Lock System for Surgery Table	08/290,234	08/15/94	5,564,662	10/15/96	3 1/2 year maintenance fee due 04/15/2000 Expires 08/15/2014
MID	182 P2	US	United States	Extreme Position Surgery Table Top Attachment	08/628,032	04/05/96	5,655,238	08/12/97	3 1/2 maintenance fee due 02/12/2001 Expires 04/05/2016
MID	183 P2	US	United States	Shoulder Arthroscopy Attachment	08/546,275	10/20/95	5,661,859	09/02/97	3 1/2 maintenance fee due 03/02/2001 Expires 10/20/2015
MID	213 D2	US	United States	Surgical Table Top	29/072,230	05/16/97	D408,537	04/20/99	Patent Issued 04/20/99
MID	213 P2	US	United States	Removable Accessory for a Surgical Table	08/853,629	05/09/97	6,023,800	02/15/00	Allowed 04/09/99 Issue Fee due 07/09/99
MID	219 P2	US	United States	Medical Surgical Table Including Interchangeable Orthopedic Attachment and Scanning Table	09/263,403	03/05/99			Awaiting Communication from the Patent Office
MID	231 P2	USP		Medical Stretcher with Centrally Located Steering Ball	60/118,860	02/05/99			Application sent to the Patent Office on 02/05/99
MID	233 P2	USP		Modular Surgical Table					Preparing Application



Midmark Corporation Trademark Listing

MARK	CLIENT CODE	FILE NO.	COUNTRY	Class	Application Number	Filed Date	Registration No.	Issued Date	Status
TABBERT	MID	019 T2	US	010	349 279	82/02/08	1 245 158	83/07/12	Renewal due 07/12/2003
ULTRALUX	MID	102 T2	BX	010	773 614	91/12/20	515 053	91/12/20	Renewal due 12/20/2001
ULTRALUX	MID	102 T2	BX	011	773 614	91/12/20	515 053	91/12/20	Renewal due 12/20/2001
ULTRALUX	MID	102 T2	US	011	187 153	91/07/22	1 682 801	92/04/14	Renewal due 04/14/2002
CHICK		US	US	010	315 921	69/01/06	892 534	70/06/09	Renewal due 06/09/2000

Tower

United States

US

1,004,247

CLT

United States

US

1,056,534