

04-12-2001

FORM PTO-1594 (Substitute)

RECO



U.S. DEPARTMENT OF COMMERCE

To the Director of the U.S. Patent and Trademark

101661014

documents or copy thereof.

1. Name of conveying party(ies): 3-30-01
RESPIRONICS, INC.

Individual Association
 General Partnership Limited Partnership
 Corporation-Delaware
 Other: _____

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

2. Name and address of receiving party(ies):
 Name: RESPIRONICS INVESTMENT COMPANY
 Address: Suite 1704 30
300 Delaware Avenue
 City: Wilmington State: DE Zip: 19801-1612

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

Execution Date: July 1, 1991

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 patent number(s)
 A. Trademark Application No(s).
 Additional numbers attached? Yes No

B. Trademark Registration No(s).
1,640,359

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

Name: Frederick H. Colen
REED SMITH LLP
 Address: P.O. Box 488
 City: Pittsburgh State: PA Zip: 15230-0488

6. Total number of applications and registrations involved: 1
 7. Total fee (37 CFR 2.6(b)(6)): \$ 40.00
 Enclosed
 Authorized to be charged to deposit account
 Charge any deficiency to deposit account
 8. Deposit account number:
18-0582
 (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 and correct copy of the original document.

Jody L. Burtner, Senior Paralegal
Name of Person Signing

[Signature]
Signature

March 28, 2001
Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
 Director of the U.S. Patent and Trademark Office, Box Assignments
 Washington, D.C. 20231

04/11/2001 DBYRNE 00000114 1640359
 01 FC:481 40.00 OP

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") effective as of the 1st day of July, 1991, by and between RESPIRONICS, INC., a Delaware corporation having its principal offices at 1001 Murry Ridge Drive, Murrysville, Pennsylvania 15668 (the "Assignor"), and RESPIRONICS INVESTMENT COMPANY, a Delaware corporation having its principal offices at Suite 1704, 300 Delaware Avenue, Wilmington, Delaware 19801-1612 (the "Assignee").

RECITALS

A. The Assignor has adopted and used in its business the name "Respironics" and is the owner of certain rights and interests in and to various marks and registrations including the marks identified in Exhibit A attached hereto (the "Respironics" name, the marks, and the rights therein, including any and all registrations thereof, identified in Exhibit A are hereinafter collectively referred to as the "Intellectual Property Rights" or the "Rights") for goods and services broadly related to the manufacture, design, distribution and sale of medical products which address respiratory and pulmonary problems by assisting patient breathing.

B. The Assignee is desirous of acquiring the Intellectual Property Rights as well as the good will of the business in connection with which such Rights have been used.

C. Pursuant to a Subscription Agreement dated as of even date herewith, the Assignor, concurrently herewith, is subscribing for one hundred (100) shares of the common stock, par value \$1.00 per share, of the Assignee (the "Common Stock"), which, when issued, shall constitute all of the issued and outstanding capital stock of the Assignee, and the Assignee concurrently herewith agrees to issue such shares of its Common Stock to the Assignor.

D. Pursuant to a License Agreement dated as of even date herewith, the Assignee, concurrently herewith, is agreeing to license certain of the Intellectual Property Rights to the Assignor, and the Assignor is agreeing to license such Intellectual Property Rights from the Assignee.

NOW, THEREFORE, in consideration of the foregoing premises and for valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Assignor and the Assignee, intending to be legally bound hereby agree as follows:

1. Conveyance of Intellectual Property Rights. The Assignor hereby conveys, sells, assigns, transfers and sets over unto the Assignee the Assignor's entire right, title and interest in and to the Intellectual Property Rights, together with the good will of the business in connection with which the Intellectual Property Rights have been used and any and all past, present and future choses in action and causes of action related to the Intellectual

Property Rights, the Rights to be held and enjoyed by the Assignee for its own use and on its own behalf, and to inure to the benefit of the Assignee, its successors and assigns, for the full extent of the terms and any renewals thereof, and thereafter, as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment Agreement not been executed and such conveyance, assignment, sale and transfer not been made.

2. Further Assurances. Upon request, the Assignor shall execute such additional documents as may be required to effect the foregoing conveyance and for recording purposes in connection with the transfer of ownership of the Intellectual Property Rights to the Assignee.

3. Governing Law. The validity, performance, construction and effect of this Assignment Agreement shall be governed by the laws of the State of Delaware.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns.

5. Entire Agreement; Amendments; Severability. This Agreement set forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, written or oral, between the parties with respect to the subject matter hereof. No amendment or supplement to this Agreement shall be effective unless in writing and executed by the Assignor and the Assignee. This Agreement is intended to be severable; if any term of this Agreement is held invalid, illegal or unenforceable in whole or in part, neither the remaining part of such term nor the validity of any other term of this Agreement shall in any way be affected thereby.


6. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same Agreement.

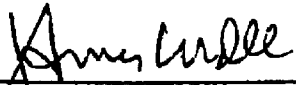
IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be executed in the State of

Delaware by their duly authorized representatives and have affixed hereto their corporate seals as of the date first above written.

Attest:

RESPIRONICS, INC.

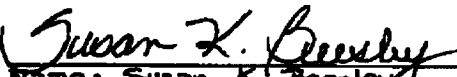

Name: Daniel J. Benevino
Title: Controller


By 
Name: James C. Wall
Title: Treasurer

[Corporate Seal]

Attest:

RESPIRONICS INVESTMENT COMPANY


Name: Susan K. Beesley
Title: Assistant Secretary

By 
Name: Donald G. Jeffries
Title: President

[Corporate Seal]

**EXHIBIT A
TO ASSIGNMENT AGREEMENT**

[List of Intellectual Property Rights]

RESPRONCE, INC.
TRADEMARK ANALYSIS

Product	Country	Application Date	Application Number	Grant Date	Registration Number	Comments
<u>Circle Seal</u>	United States					
<u>EngEasy</u>	United States	03/21/89	1,530,724			
<u>PressureEasy</u>	United States	03/28/89	1,531,833			
<u>RevolveEasy</u>	United States	03/21/89	1,530,725			
<u>SailEasy</u>	United States	03/28/89	1,531,836			
<u>SpouseEasy</u>	United States	03/28/89	1,531,835			
<u>SpeakEasy</u>	United States	03/28/89	1,531,834			
<u>VoteEasy</u>	United States	04/04/89	1,532,888			
<u>WriteEasy</u>	United States	10/23/90	1,618,824			
<u>Leap (triangle design)</u>	United States	02/21/89	1,525,472			
<u>RESPRONCE INC.</u>	United States	01/17/89	1,520,737			

Date 89 Trademark Search
Apr 91 TM Application filed

RESPONSE, INC.
TRADEMARK ANALYSIS

Product	Country	Application Date	Application Number	Grant Date	Registration Number	Comments
B/PAP	Australia	10/11/89	AS20994			
	Austria	11/16/89	MM 554268	03/22/90	130,145	Published for opposition: 5/16/91 (3 months)
	Benelux	11/10/89	89,891	11/10/89	480,351	
	Canada	10/17/89	643,861	03/28/91	392,361	
	Denmark	11/10/89	6419/89	02/08/91	983/91	
	Finland	10/25/89	6467/89	10/21/91	114,587	
	France	11/09/89	167,676	11/16/89	1,580,396	
	Great Britain	10/16/89	1,399,905	05/30/89	1,399,905	
	Greece	12/22/89	89,927			
	Iceland	11/28/89		04/10/90	249/1990	
	Ireland	05/30/89				
	Italy	11/29/89	28145C/89			
	Japan	10/24/89	120563/89			
	Norway	11/20/89	88,791	01/31/91	145,556	
	Portugal	11/30/89	26034-U			
	Spain	10/29/89	1,827,298			
	Sweden	10/30/89	89-10282	09/18/91	226,888	
	Switzerland	11/09/89	9,288	11/09/89	379,688	
	West Germany	11/21/89	R 49 730/10 WZ	11/21/89	1,185,502	
	United States			01/16/90	1,377,602	

No opposition filed; pending further examination

RESPONSES, INC.
TRADEMARK ANALYSIS

Product	Country	Application Date	Application Number	Grant Date	Registration Number	Comments
REMARIC	Australia	06/14/80	88-196 AL			
	Australia	06/04/80	88-198 AU	11/28/80	133,010	
	Belgium	06/07/80	88-196 BX	06/18/80	478,818	
	Canada	05/07/80	88-198 CA	04/26/81	383,723	
	Denmark	06/12/80	88-196 DK	06/28/81	VR4 000-1981	
	Finland	06/12/80	88-196 FI	06/14/80	1,597,307	
	France	06/04/80	88-198FR			
	Germany	06/04/80	88-196 D	04/06/81	1,174,804	
	Italy	06/07/80	88-196 I			
	Japan	06/04/80	88-198 JA			Published for opposition: 7/10/91 (3 months)
	Spain	06/15/80	88-198 SP			Published for opposition: 1/15/80 (3 months)
	Sweden	06/07/80	88-198 SW			Published for opposition: 12/6/81 (3 months)
	Switzerland	06/18/80	88-196 CH	05/10/81	382,357	
	United Kingdom	06/19/80	88-196 GB			
	United States	12/22/88	74/013368	04/08/81	1,640,358	

RESPONSES, INC.
TRADEMARK ANALYSIS

Product	Country	Application Date	Application Number	Grant Date	Registration Number	Comments
STAGEASY	France	08/04/89	89-222FR	07/03/90	1,600,367	
	Germany	08/21/90	89-232 D			
	Spain	11/16/90	89-222SP			Published for opposition: 11/16/90 (3 months)

RESPRONICS, INC.
PATENT ANALYSIS

Product	Country	Filing Date	Patent Number	Patent Date	Patent Number	Comments	RESP Product
PUMP APPARATUS	United States	11/06/91	432,158	04/23/91	5,009,835	Inventor: E.N. Scarborough	Suction/Easy
MED. GAS FLOW CONTROL VLV	United States	02/07/91	308,008	03/26/91	5,002,050	Inventor: G.E. McGinnis	NIV-2
VALVE APPARATUS	United States	01/28/91	302,187	04/03/90	4,913,401	Inventor: Patrick M. Handke	Apex Mask
RESPIRATORY MASK	United States	03/03/91	163,862	03/13/90	4,807,884	Inventor: G.E. McGinnis	NCPAP Mask
PRESSURE RELIEF VALVE	United States	05/28/91	55,077	04/25/89	4,823,820	Inventor: G.E. McGinnis	Sanders Vlv
ENDOTRACHEAL TUBE HOLDER	United States	01/11/91	571,785	05/17/88	4,744,358	Inventor: G.E. McGinnis	SecureEasy
RESUSCITATION APPARATUS	United States			12/24/85	4,559,840	Inventor: G.E. McGinnis	SealEZ Mask
BLOOD TUBE W/CUFF	United States			02/28/85	4,501,273	Inventor: G.E. McGinnis	Walk a Weigh
AIR CHAMBER	United States	08/19/91	823,283	08/27/80	4,204,875	Inventor: R.J. Zerkowski	PressureEZ
HEART RATE MONITOR	United States	08/22/91	411,012			Inventor: R.J. Zerkowski	Extensiv
SLEEP APNEA TREATMENT	United States	03/03/91	163,562	10/31/78	4,122,843	Inventor: G.E. McGinnis	BIPAP
RESPIRATORY MASK	United States					Inventor: G.E. McGinnis	Circle Seal