

04-14-2003

FORM PT



**APPLICATION FORM COVER SHEET
TRADEMARKS ONLY**

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

To the 102418891

Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Respironics, Inc. **4-11-03**

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

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

2. Name and address of receiving party(ies):
Name: RIC Investments, Inc.
Address: 801 West Street, 2nd Floor
City: Wilmington State: DE Zip: 19801-5455

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

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

OFFICE OF PUBLIC RECORDS
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FINANCE SECTION

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: July 1, 2001

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

A. Trademark Application No(s). _____

B. Trademark Registration No(s). 2,080,302

Additional numbers attached? Yes No

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

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 18-0582
 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.

Frederick H. Colen
Name of Person Signing

Signature

4/11/03
Date

Total number of pages including cover sheet, attachments, and document: 7

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

04/11/2003 DBYRNE 00000128 2080302
01 FC:8521 40.00 DP

CONTRIBUTION AND ASSIGNMENT

THIS CONTRIBUTION AND ASSIGNMENT (this "Assignment"), made and entered into this 27th day of June, 2002 to be effective as of July 1, 2001, by RESPIRONICS, INC., a Delaware corporation ("Assignor"), to and for the benefit of RIC INVESTMENTS, INC., a Delaware corporation ("Assignee").

WHEREAS, to centralize management and administration of the intellectual property currently held by Assignor; to enable Assignor to more accurately assess the performance and value of its various operations apart from the value added by its intellectual property; to hold, manage, protect, defend and enhance the value of such intellectual property; to facilitate operation of an asset management company in the United States in order to analyze the performance of such valuable intellectual property; to isolate intellectual property ownership into a separate legal entity to provide efficiencies within the Assignor's current organizational structure; to align the Assignor's assets and personnel, intellectual property and financial resources in order to focus the organization on its long-term business strategy; to impose on the Assignor financial burdens similar to that of other competitors; to protect Assignor in the event of a hostile takeover attempt; to provide a centralized system to deal with the intellectual property on a worldwide basis; to avoid conflicts between maximizing the value of the intellectual property and operational strategies by segregating the management of intellectual property from Assignor's other operations; and to allow the future licensing of the intellectual property;

WHEREAS, for such good and valid business purposes, including those listed above, Assignor determined it would be in its best interests to transfer certain intellectual property of Assignor to Assignee;

WHEREAS, Assignor incorporated Assignee on July 1, 1991, as a wholly-owned subsidiary for good and valid business purposes, including those listed above; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to legally bound hereby, and in accordance with Section 351 of the Internal Revenue Code of 1986, Assignor does hereby absolutely and unconditionally assign, transfer, contribute, set over and deliver to Assignee all of Assignor's rights, titles and interests in and to the following (collectively, the "Assigned Properties"):

The following intellectual property owned by Assignor on the date of execution hereof: all inventions, know-how and technology, whether patentable or not; all patents and patent applications; those trade secrets and proprietary data incorporated within Assignor's products; all trademarks, service marks and trade names and applications and registrations therefor, and all goodwill associated with such trademarks, service marks and trade names; and all copyright rights whether registered or not; provided, however, that any such item shall not be assigned to the extent that such assignment would violate its terms and/or require consent by another party if such consent was not timely obtained by Assignor or is prohibited by law, except that if such consent or approval is obtained within 180 days of execution hereof such item shall be assigned as provided herein on the date such consent or approval is obtained:

TO HAVE AND TO HOLD unto Assignee and Assignee's successors and assigns forever.

AND Assignor further agrees with Assignee as follows:

1. The person executing this Assignment has the authority to execute and deliver this Assignment. This Assignment constitutes the legal, valid and binding obligation of Assignor, enforceable in accordance with its terms. Assignor is the true and lawful owner of each of the Assigned Properties and will warrant and defend the title of said Assigned Properties against the lawful claims and demands of every kind or type of all persons whomsoever.
2. If, after the date of transfer of the Assigned Properties, Assignee reasonably determines that items of property or other rights necessarily related or ancillary to the Assigned Properties in accordance with the parties' intentions hereunder were not transferred to Assignee, then, upon the request of Assignee, Assignor shall cooperate with Assignee and use commercially reasonable efforts to assign to Assignee such items of property or other rights.
3. The provisions of this Assignment are intended to be severable. If any provision of this Assignment shall be held invalid or unenforceable, in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of any other provision of this Assignment.
4. This Assignment shall be governed by the laws of the State of Delaware, without regard to conflict of laws rules.
5. Nothing herein contained shall be deemed to limit or restrict the properties, assets or rights conveyed, assigned or transferred to or acquired by Assignee from Assignor under or by virtue of any other conveyance.

IN WITNESS WHEREOF, and intending to be legally bound, Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first above written.

RESPIRONICS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

RIC INVESTMENTS, INC.,
a Delaware corporation

By: *[Signature]*
Name: Kenneth J. Kubacki
Title: Vice President

STATE OF DELAWARE)
)
 COUNTY OF NEW CASTLE) ss:

The foregoing instrument was acknowledged before me this 27th day of June, 2002,
 by Kenneth J. Kubacki, the Vice President of
 RIC INVESTMENTS, INC., a Delaware corporation, on behalf of said corporation.

Penny Lee Miller

 Notary Public

[NOTARIAL SEAL]

My commission expires:

Penny Lee Miller
 Notary Public - State of Delaware
 My Commission Expires December 11, 2003

IN WITNESS WHEREOF, and intending to be legally bound, Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first above written.

RESPIRONICS, INC.,
a Delaware corporation

By: *James C. Woll*
Name: JAMES C. WOLL
Title: VICE PRESIDENT AND CORPORATE CONTROLLER

RIC INVESTMENTS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

COMMONWEALTH OF PENNSYLVANIA)
WESTMORELAND) SS:
COUNTY OF ~~ALLEGHENY~~)

The foregoing instrument was acknowledged before me this 27 day of JUNE, 2002, by JAMES C. WOLL, the VP & CORPORATE CONTROLLER of RESPIRONICS, INC., a Delaware corporation, on behalf of said corporation.

Linda L. Farren

Notary Public

[NOTARIAL SEAL]

My commission expires:

June 25, 2005

Notarial Seal
Linda L. Farren, Notary Public
Murrysville Boro, Westmoreland County
My Commission Expires June 25, 2005
Member, Pennsylvania Association of Notaries