

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Respironics, Inc.		12/18/2002	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	RIC Investments, Inc.
Street Address:	801 West Street, 2nd Floor
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801-1545
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 27		
Property Type	Number	Word Mark
Registration Number:	2124338	TIDAL WAVE
Registration Number:	2188538	CO2SMO PLUS!
Registration Number:	2373236	NICO
Registration Number:	2441414	NICO2
Serial Number:	75613500	MARSP02
Registration Number:	1599416	CAPNOSTAT
Registration Number:	1854555	CAPNOGARD
Registration Number:	1855656	CO2SMO
Registration Number:	1857602	OXYPLETH
Registration Number:	1174032	PNEUMOGARD
Registration Number:	1174995	NOVAMETRIX
Registration Number:	1243494	TCO2M
Registration Number:	2496515	VENT
Registration Number:	2540165	SNUGGLEUP
Registration Number:	2517264	WEE THUMBIE

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Registration Number:	2519995	WEE SOOTHIE
Registration Number:	2540164	WEE CARE
Registration Number:	2519996	SOOTHIE
Registration Number:	2762417	SWEET-EASE
Registration Number:	2585236	WEE PEE
Registration Number:	2746096	GEL-E DONUT
Registration Number:	2682875	
Registration Number:	2561839	SQUISHON
Registration Number:	2561838	WEESPECS
Registration Number:	2573604	PREEMIE FOR A DAY
Registration Number:	2624608	BENDY
Registration Number:	2502497	OASIS

CORRESPONDENCE DATA

Fax Number: (801)531-9168
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 801 532 1922
Email: trademark@traskbritt.com
Correspondent Name: Bretton L. Crockett
Address Line 1: 230 South 500 East, Suite 300
Address Line 4: Salt Lake City, UTAH 84102

ATTORNEY DOCKET NUMBER:	2181-011
NAME OF SUBMITTER:	Bretton L. Crockett

Total Attachments: 4
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CONTRIBUTION AND ASSIGNMENT

THIS CONTRIBUTION AND ASSIGNMENT (this "Assignment"), made and entered into this 16th day of December, 2002 to be effective as of January 1, 2003 immediately following the distribution to Respironics, Inc. of certain intellectual property of Respironics Novamatrix, LLC (the "Effective Time"), by RESPIRONICS, INC., a Delaware corporation ("Assignor"), to and for the benefit of RIC INVESTMENTS, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor will acquire certain intellectual property through the merger of Respironics Georgia, Inc. with and into Assignor on December 31, 2002 (the "RIGA Intellectual Property") and through the distribution of certain intellectual property from Respironics Novamatrix, LLC to Assignor on January 1, 2003, which intellectual property includes intellectual property distributed to Respironics Novamatrix, LLC by Children's Medical Ventures, LLC (the "Novamatrix Intellectual Property");

WHEREAS, to centralize management and administration of the intellectual property acquired 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"):

②

The following RIGA Intellectual Property and Novamatrix Intellectual Property owned by Assignor at the Effective Time: 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 as of the Effective Time 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.

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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 and Assignee have caused this Assignment to be executed by their duly authorized officers as of the date first above written.

RESPIRONICS, INC., a Delaware corporation

By: [Signature]
Name: James W. Niven
Title: President & CEO

RIC INVESTMENTS, INC., a Delaware corporation

By: [Signature]
Name: James C. Woll
Title: President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF WESTMORELAND) **ss:**

On this, the 18th day of December, 2002, before me, Jennifer L. Sansonetti, the undersigned officers, appeared James W. Liken who being by me duly sworn, did say that he is the President and CEO of Respironics, Inc., and James C. Woll, who being by me duly sworn, did say that he is the President of RIC Investments, Inc., and that they, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jennifer L. Sansonetti

Notary Public



Notarial Seal
Jennifer L. Sansonetti, Notary Public
Murrysville Boro, Westmoreland County
My Commission Expires Aug. 5, 2006
Member: Pennsylvania Association Of Notaries