

FORM PTO-1594 (Modified)  
1-31-92

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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

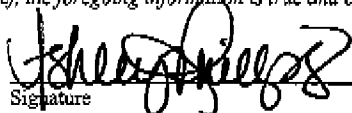
<p>1. Name of conveying party(ies):  Everest Biomedical Instruments Company</p>	<p>2. Name and address of receiving party(ies):  Viasys Healthcare, Inc. 227 Washington Street, Suite 200 Conshohocken, PA 19428</p> <p><input type="checkbox"/> Individual(s) citizenship: <input type="checkbox"/> Association: <input type="checkbox"/> General Partnership: <input type="checkbox"/> Limited Partnership: <input checked="" type="checkbox"/> Corporation-State: Delaware <input type="checkbox"/> Other:</p> <p>If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: <input type="checkbox"/> Yes; <input type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment)</p>
<p>3. Nature of conveyance:</p> <p><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 12, 2004</u> Effective Date: <u>April 12, 2004</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s):</p> <p>B. Trademark Registration No.(s):  2776340</p>
<p>5. Name and address of party to whom correspondence document should be mailed:</p> <p>Ashley A. Phillips Attn: TMSU Morgan, Lewis &amp; Bockius LLP 1111 Pennsylvania Avenue N.W. Washington, D.C. 20036</p> <p>Telephone: 202-739-35287 Facsimile: 202-739-3001 E-Mail: aphillips@morganlewis.com</p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 C.F.R. § 3.41) \$ <u>40.00</u></p> <p><input type="checkbox"/> Check enclosed. <input checked="" type="checkbox"/> Authorized to charge fee and any overpayments/deficiencies to deposit account.</p> <p>8. Deposit account number:  13-4520</p>

**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.

Ashley A. Phillips  
Name of Person Signing

  
Signature

July 27, 2004  
Date

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

CH \$40.00 134520 2776340

**AUDIOSCREENER INTELLECTUAL PROPERTY  
ASSIGNMENT AGREEMENT**

This AUDIOSCREENER INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT is made and entered into as of April 12, 2004, by and between VIASYS Healthcare Inc., a Delaware corporation, through its NeuroCare Division ("VIASYS"), and Everest Biomedical Instruments Company, a Delaware corporation ("Everest"). Unless otherwise defined herein, capitalized terms are used herein as defined in the Asset Purchase Agreement dated of even date herewith (the "Asset Purchase Agreement") by and between VIASYS and Everest.

Background

Pursuant to the Asset Purchase Agreement, Everest has agreed to transfer to VIASYS all of its right, title and interest in, to and under the Intellectual Property used solely in the AudioScreener Business, and certain contracts, licenses and agreements related thereto, which includes Everest's right, title and interest in and to each of the contracts, licenses, agreements and each item of Intellectual Property referenced in Section 4.11 of the Asset Purchase Agreement as set forth in Schedule "A" hereto (the "AudioScreener Intellectual Property"); and

Pursuant to due authorization, Everest is executing and delivering this instrument for the purpose of assigning, transferring, conveying and delivering to VIASYS all of Everest's right, title and interest in, to and under the AudioScreener Intellectual Property.

Witnesseth

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants in the Asset Purchase Agreement, in the AudioScreener Bill of Sale, Assignment and Assumption Agreement and herein, hereby agree as follows:

1. Transfer and Assignment.

(a) Patents. Everest hereby assigns, transfers, conveys and delivers to VIASYS, its successors and assigns, and VIASYS hereby acquires and accepts from Everest, all of the Everest's right, title and interest in, to and under the Patents listed on Schedule "A" hereto and used or held for use by Everest solely in the AudioScreener Business and the inventions claimed thereby, together with any and all reissue, continuation, divisional and reexamination applications thereof and the patents that may issue thereon, together with the right to apply for patents based thereon anywhere in the world and together with the right to sue for and collect all claims for profits and damages by reasons of infringement accruing on or after the Closing Date. The foregoing assignment is intended to be an absolute assignment and not by way of security.

(b) Copyrights. Everest hereby assigns, transfers, conveys and delivers to VIASYS, its successors and assigns, and VIASYS hereby acquires and accepts from Everest, all of Everest's right, title and interest in, to and under the Copyrights listed on Schedule "A" hereto and used solely in the AudioScreener Business and all the rights and privileges appurtenant thereto.

(c) Trade Secrets. Everest hereby assigns, transfers, conveys and delivers to VIASYS, its successors and assigns, and VIASYS hereby acquires and accepts from Everest, all of Everest's right, title and interest in, to and under the Trade Secrets used solely in the AudioScreener Business, and will not make further use of such Trade Secrets nor disclose such Trade Secrets to any third party.

(d) Trademarks. Everest hereby assigns, transfers, conveys and delivers to VIASYS, its successors and assigns, and VIASYS hereby acquires and accepts from Everest, all of Everest's right, title and interest in, to and under the Trademarks listed on Schedule "A" hereto and used solely in the AudioScreener Business and the goodwill of the AudioScreener Business in connection with which such Trademarks are used.

(e) Other Intellectual Property. Everest hereby assigns, transfers, conveys and delivers to VIASYS, its successors and assigns, and VIASYS hereby acquires and accepts from Everest, all of Everest's right title and interest in, to and under any other Intellectual Property, such as computer software, used solely in the AudioScreener Business listed on Schedule "A" hereto and all the rights and privileges appurtenant thereto.

2. Excluded Intellectual Property. The AudioScreener Intellectual Property only includes such property that is used solely in the AudioScreener Business and listed on Schedule "A" hereto. The AudioScreener Intellectual Property shall not include any right, title or interest in, to and under Intellectual Property not specifically included in the AudioScreener Field.

3. Assignment: Binding upon Successors and Assigns. This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

4. Further Assurances. Upon the request of VIASYS, as the case may be, Everest shall execute and deliver any and all instruments and documents and take such other future actions as may be necessary or reasonably requested by VIASYS to document the aforesaid conveyance, assignment and transfer or to enable VIASYS to secure, register, maintain, enforce and otherwise protect its rights in and to the assets transferred hereunder.

5. Governing Law. This instrument shall be construed and interpreted with the internal laws of the State of Delaware without regard to any choice of law or conflict of law, choice of forum or provision, rule or principle that might otherwise refer

construction or interpretation of this instrument to the substantive law of another jurisdiction.

6. Counterparts. This instrument may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have caused this AudioScreener Intellectual Property Assignment Agreement to be duly executed on the date first above written.

**EVEREST BIOMEDICAL  
INSTRUMENTS COMPANY**

By: *Elina Caserio, CEO*  
Name: *Elina Caserio*  
Title: *CEO*

**VIASYS HEALTHCARE INC.**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the undersigned have caused this AudioScreener Intellectual Property Assignment Agreement to be duly executed on the date first above written.

**EVEREST BIOMEDICAL  
INSTRUMENTS COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**VIASYS HEALTHCARE INC.**

By: Martin P. Galvan  
Name: Martin P. Galvan  
Title: SUP and CFO

**Schedule A**  
**AudioScreener Intellectual Property**

See attached.

**AUDIOSCREENER PATENTS**

PCT/USOO/11389 for hand-held audiometric device and method of testing hearing.

- KEDI 7230 US - Serial No. 10/019,451 Filed 12/27/01 (United States)
- KEDI 7230 EP - Serial No. 009264424 Filed 4/28/00 (European Application)
- KEDI 7230 WO - Serial No. US00/65983 Filed 4/28/00 (PCT Application)
- KEDI 7230 CA - Serial No. 2372081 Filed 4/28/00 (Canada)
- KEDI 7230 CN - Serial No. 008031810 Filed 4/28/00 (China)
- KEDI 7230 DE - Serial No. 20023467.6 Filed 4/28/00 (Germany)

KEDI 8305 WO / US - Hand Held Low Voltage Testing Device Serial Nos.  
PCT/US03/2982 Filed 9/18/03 and 10/252,325 (U.S.) filed 9/23/02.



**AUDIOSCREENER COPYRIGHTS**

There are no registered Copyrights for the AudioScreener Business. Copyrights automatically attach to certain works of authorship created for the AudioScreener Business.

**AUDIOSCREENER OTHER INTELLECTUAL PROPERTY**

1. Trade Secrets relating to the AudioScreener Business.
2. Software -  
AudioTrac database software (Windows® compatible) version 1.1.5, upgrades and revisions through the Closing Date;  
AudioScreener OAE+ABR operating software version 3.14, upgrades and revisions through the Closing Date; and  
AudioScreener TEOAE version of AudioScreener software.
3. AudioScreener trademark rights.

**AUDIOSCREENER LICENSES**

License Agreement dated as of January 22, 2002 by and between Everest and VIASYS.