

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Taugagreining hf

2. Name and address of receiving party(ies).

Viasys Healthcare, Inc.  
227 Washington Street,  
Suite 200  
Conshohocken, PA 19428

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other:

Execution Date: July 23, 2004

Effective Date: July 23, 2004

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

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached:  Yes;  No

(Designations must be a separate document from Assignment)

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

A. Trademark Application No (s):

76/976934

B. Trademark Registration No.(s):

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

Ashley A. Phillips  
Attn: TMSU  
Morgan, Lewis & Bockius LLP  
1111 Pennsylvania Avenue N.W.  
Washington, D.C. 20036

Telephone: 202-739-5287  
Facsimile: 202-739-3001  
E-Mail: aphillips@morganlewis.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 C.F.R. § 3.41) \$ 40.00

- Check enclosed.
- Authorized to charge fee and any overpayments/deficiencies to deposit account.

8. Deposit account number:

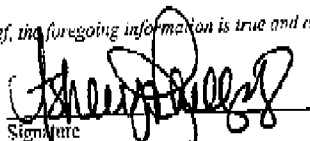
13-4520

**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



August 13, 2004  
Date

Total number of pages including cover sheet, attachments and document: 4

OMR No. 0651-0011 (exp. 4/94)

CH \$40.00 134520 76976934

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is made as of July 23, 2004, by and between Taugagreining hf, an Icelandic corporation ("Assignor"), and Viasys Healthcare Inc., a Delaware corporation ("Assignee").

WHEREAS, pursuant to a certain Asset Purchase Agreement, dated as of July 23, 2004 (the "Purchase Agreement"), among Assignor, Assignee and other parties, Assignor has agreed to transfer, sell and assign to Assignee all of its right, title and interest in and to the trademarks described on Exhibit A (the "Marks"); capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement;

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

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Marks and the goodwill of the Assignor associated therewith.
2. Rights and Privileges. All rights and privileges of the Assignor in the Marks, including the right to sue for and receive all damages from past infringements of the Marks by parties unaffiliated with the Assignor or the Assignee, will be held and enjoyed by Assignee and its successors, assigns and other legal representatives.
3. Authorization. Assignor authorizes the Commissioner of Trademarks of the United States, and any other officials throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration, to record Assignee as the assignee and owner of any and all rights in the Marks.
4. Entire Assignment. This Assignment, together with the other transaction documents, sets forth the entire understanding of the Parties with respect to the assignment and supercedes all prior agreements or understandings among the parties regarding those matters.
5. Counterparts. This Assignment may be executed in two or more counterparts (delivery of which may occur via facsimile), each of which shall be binding as of the date first written above, and, when delivered, all of which shall constitute one and the same instrument. A facsimile signature or electronically scanned copy of a signature shall constitute and shall be deemed to be sufficient evidence of a Party's execution of this Assignment, without necessity of further proof. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.
6. Governing Law. This Assignment shall be construed and interpreted in accordance with the internal laws of the State of Pennsylvania 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 Assignment to the substantive law of another jurisdiction.

TAUGAGREINING HF

IN WITNESS THEREOF, this Assignment has been executed on behalf of each of the parties hereto as of the date first written above.

TAUGAGREINING HF

(MAJORITY OF THE BOARD)

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

VIASYS HEALTHCARE INC

By: *[Handwritten signature]*  
Name: *FRANK J. McCann*  
Title: *SR. VP Bus Dev*

:03 PM FR

TO 13924#548060090# P.05

34 18:00 FAX +354 580 7501

TAUCACRMINING HF

Exhibit A

Marks

KFYSTROKE.

Icelandic registration date 4 July 2000.

European registration date 29 May 2002.

NERVIS.

Icelandic registration date 1 February 2001.

International registration date 5 November 2000 with nominated countries: Austria, Benelux, Switzerland, Germany, Spain, Finland, France, UK, Italy, Norway, Portugal, Sweden and Denmark.

Canadian registration date 29 August 2003

USA registration pending.

1-FH/2043050.3

RECORDED: 08/13/2004

TRADEMARK  
REEL: 002926 FRAME: 0909

\*\*\* T O P I C P A G E \*\*\*