

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Navion Biomedical Corp.		01/18/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Viasys Holdings, Inc.
<b>Street Address:</b>	227 Washington Street
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Conshohocken
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19428
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2178297	NAVION
Registration Number:	2339532	NAVIGATOR
Registration Number:	2325106	BIONAVIGATION
Registration Number:	2167576	MAPCATH
Registration Number:	2167577	MAPWIRE
Registration Number:	2178298	NAVION BIOMEDICAL

**CORRESPONDENCE DATA**

Fax Number: (202)739-3001  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-739-5652  
 Email: chowell@morganlewis.com  
 Correspondent Name: Catherine R. Howell, Paralegal  
 Address Line 1: 1111 Pennsylvania Ave., N.W.  
 Address Line 2: Morgan, Lewis & Bockius LLP  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

**TRADEMARK**

**CH \$165.00 2178297**

<b>NAME OF SUBMITTER:</b>	Catherine R. Howell, Paralegal
<b>Signature:</b>	/Catherine R. Howell/
<b>Date:</b>	02/02/2005
<b>Total Attachments: 5</b> source=corpak#page1.tif source=corpak#page2.tif source=corpak#page3.tif source=corpak#page4.tif source=corpak#page5.tif	

## ASSIGNMENT OF TRADEMARKS

**THIS TRADEMARK ASSIGNMENT** (this "Agreement"), dated as of January 18, 2005, is by and between Navion Biomedical Corp., a Delaware corporation (the "Assignor"), and VIASYS Holdings, Inc., a Delaware corporation ("Assignee"). Each of the foregoing parties is referred to herein individually as a "Party" and together as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement (as defined below), and the term "including" means "including without limitation."

### WITNESSETH:

**WHEREAS**, Assignor and Corpak LLC (the "Buyer") are parties to that certain Bill of Sale and Asset Purchase Agreement dated as of January 18, 2005 (the "Purchase Agreement"), pursuant to which Buyer is to acquire all of the Assignor's right, title and interest in and to certain assets, including the trademarks and trademark applications listed on Schedule I hereto (the "Assigned Trademarks");

**WHEREAS**, Assignee is an affiliate of Buyer; and

**WHEREAS**, Buyer desires that Assignee acquire the trademarks and the interest in the trademark applications.

**NOW, THEREFORE**, in consideration of the purchase price of \_\_\_\_\_ provided for in, and the other terms and conditions of, the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Assigned Trademarks, including all claims for past infringement, and all goodwill associated with the Assigned Trademarks and symbolized thereby. This Agreement is in accordance with and is subject to all of the terms and conditions set forth in the Purchase Agreement (which Purchase Agreement shall govern in the event of a conflict between the terms hereof and those set forth in the Purchase Agreement).
2. Cooperation and Recordation. Assignor hereby agrees to cooperate with Assignee as reasonably necessary to give full effect to and to perfect the rights of Assignee in the Assigned Trademarks. Assignor agrees to execute and deliver such other documents and to take all such other actions as Assignee, its successors and assigns may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement. The Parties agree that Assignee may record this Agreement in the United States Patent and Trademark Office and such other offices foreign to the United States as Assignee deems necessary, and shall be responsible for all expenses and costs associated therewith. Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue trademark registrations on applications as aforesaid,

to record in the name of Assignee all right, title, and interest in and to the Assigned Trademarks and to issue such trademark applications and registrations to Assignee, its successors, assigns, nominees or other legal representatives, as assignee of the entire interest.

3. Governing Law; Submission to Jurisdiction. (a) This Agreement and any dispute arising out of, relating to or in connection with shall be governed by, and construed in accordance with, the laws of the State of Delaware.

(b) To the fullest extent permitted by applicable law, the Parties hereto (i) agree that any claim, action or proceeding by such Party seeking any relief whatsoever arising out of, relating to or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in the United States District Court or in state court, in each case, located in Delaware and not in any other State or Federal court in the United States of America or any court in any other country, (ii) agree to submit to the exclusive jurisdiction of such courts located in Delaware for purposes of all legal proceedings arising out of, or in connection with, this Agreement or the transactions contemplated hereby, (iii) waive and agree not to assert any objection that it may now or hereafter have to the laying of the venue of any such action brought in such a court or any claim that any such action brought in such a court has been brought in an inconvenient forum, (iv) agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided the Purchase Agreement or any other manner as may be permitted by law shall be valid and sufficient service thereof and (v) agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

4. Counterparts. This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.

5. No Presumption. The signatories to this Agreement agree that this Agreement was negotiated fairly between them at arms' length and that the final terms of this Agreement are the product of the signatories' negotiations. Each Party represents and warrants that it has sought and received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The Parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party on the grounds that a Party drafted or was more responsible for drafting the provisions.

6. Entire Agreement. This Agreement, together with the Purchase Agreement and the other documents entered into in connection with the transactions contemplated by the Purchase Agreement, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between Assignor and Assignee with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

NAVION BIOMEDICAL CORP.

By: *Donald A. Key*  
Name: Donald A. Key  
Title: PRESIDENT



NANCY A. WIGSTER  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires 9-29-06

Before me  
(Notary Public)  
*Nancy A. Wigster*

ASSIGNEE:

VIASYS HOLDINGS INC.

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

Before me  
(Notary Public)

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

NAVION BIOMEDICAL CORP.

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

Before me  
(Notary Public)

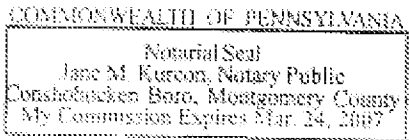
ASSIGNEE:

VIASYS HOLDINGS, INC.

By: Matthew M. Bennett  
Name: Matthew M. Bennett  
Title: Vice President

Before me  
(Notary Public)

Jane M. Kurcon



**SCHEDULE I**

**Applications:**

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>
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**Registrations:**

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>
NAVION	United States	2,178,297
NAVIGATOR	United States	2,339,532
BIONAVIGATION	United States	2,325,106
MAPCATH	United States	2,167,576
MAPWIRE	United States	2,167,577
NAVION BIOMEDICAL (Stylized mark)	United States	2,178,298