

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Viasys Healthcare, Inc.		04/12/2004	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Everest Biomedical Instruments Company		
<b>Street Address:</b>	16690 Swingley Ridge Road		
<b>Internal Address:</b>	Suite 140		
<b>City:</b>	Chesterfield		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63017		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2694006	SNAP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)238-2401		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	314-238-2400		
<b>Email:</b>	trademarks@patpro.com		
<b>Correspondent Name:</b>	Lionel L. Lucchesi		
<b>Address Line 1:</b>	12412 Powerscourt Drive		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63131		
<b>NAME OF SUBMITTER:</b>	Lionel L. Lucchesi		
<b>Signature:</b>	/lionel l. lucchesi/		
<b>Date:</b>	04/19/2005		

CH \$40.00 2694006

**Total Attachments: 8**

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## SNAP INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This SNAP 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, VIASYS has agreed to transfer to Everest all of its right, title and interest in, to and under the Intellectual Property used solely in the SNAP Business, and certain contracts, licenses and agreements related thereto, which includes VIASYS's right, title and interest in and to each of the contracts, licenses, agreements and each item of Intellectual Property referenced in Section 5.11 of the Asset Purchase Agreement as set forth in Schedule "A" hereto (the "SNAP Intellectual Property"); and

Pursuant to due authorization, VIASYS is executing and delivering this instrument for the purpose of assigning, transferring, conveying and delivering to Everest all of VIASYS's right, title and interest in, to and under the SNAP 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 SNAP Bill of Sale, Assignment and Assumption Agreement and herein, hereby agree as follows:

#### 1. Transfer and Assignment.

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

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

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

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

2. Excluded Intellectual Property. The SNAP Intellectual Property only includes such property that is used solely in the SNAP Business and listed on Schedule "A" hereto. The SNAP Intellectual Property shall not include any right, title or interest in, to and under Intellectual Property not specifically included in the SNAP 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 Everest, as the case may be, VIASYS shall execute and deliver any and all instruments and documents and take such other future actions as may be necessary or reasonably requested by Everest to document the aforesaid conveyance, assignment and transfer or to enable Everest 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 SNAP Intellectual Property Assignment Agreement to be duly executed on the date first above written.

**VIASYS HEALTHCARE INC.**

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

**EVEREST BIOMEDICAL  
INSTRUMENTS COMPANY**

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

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

**VIASYS HEALTHCARE INC.**

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

**EVEREST BIOMEDICAL  
INSTRUMENTS COMPANY**

By: Elvir Causevic, CEO  
Name: **ELVIR CAUSEVIC**  
Title: **CEO**

**Schedule A**  
**SNAP Intellectual Property**

See attached.



- Trade Secrets relating to the manufacture and distribution of the SNAP Products.
- SNAP Index and all of VIASYS' rights to use the CRI proprietary algorithm licensed to VIASYS under the CRI Agreement, which rights will terminate at closing upon the termination of the CRI Agreement.
- SNAP Trademark (see attached).

Int. Cl.: 10

Prior U.S. Cls.: 26, 39, and 44

**United States Patent and Trademark Office**

Reg. No. 2,694,006

Registered Mar. 4, 2003

**TRADEMARK  
PRINCIPAL REGISTER**

**SNAP**

VIASYS HEALTHCARE (DELAWARE CORPORATION)  
22705 SAVI RANCH PARKWAY  
YORBA LINDA, CA 92887

SPONSE TO ANESTHESIA, IN CLASS 10 (U.S. CLS. 26, 39 AND 44).

FIRST USE 6-25-2002; IN COMMERCE 6-25-2002.

FOR: MEDICAL MONITORING DEVICE USING  
HIGH-FREQUENCY EEG SPECTRUM AS A PHAR-  
MACODYNAMIC MEASURE OF PATIENT RE-

SN 76-263,455, FILED 5-25-2001.

YONG KIM, EXAMINING ATTORNEY

**TRADEMARK**