

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	03/13/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vital Signs MN, Inc.		03/13/2006	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Vital Signs, Inc.
Street Address:	20 Campus Road
City:	Totowa
State/Country:	NEW JERSEY
Postal Code:	07512
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1446228	INFUSABLE

CORRESPONDENCE DATA

Fax Number: (212)425-5288
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-425-7200
 Email: tmdocketny@kenyon.com
 Correspondent Name: Brad Behar, Esq.
 Address Line 1: One Broadway
 Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	13679/8
NAME OF SUBMITTER:	Brad Behar, Esq.
Signature:	/Brad Behar/

CH \$40.00 1446228

Date:

03/30/2006

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made and effective on the date last executed below, and is from **Vital Signs MN, Inc.**, a corporation organized and existing under the laws of the State of Minnesota, having a principal place of business at 12250 Nicollet Avenue South, Burnsville, Minnesota 55337 (hereinafter the ASSIGNOR), to **Vital Signs, Inc.**, a corporation organized and existing under the laws of the State of New Jersey, having a principal place of business at 20 Campus Road, Totowa, New Jersey 07512 (hereinafter the ASSIGNEE).

WITNESSETH THAT:

WHEREAS, ASSIGNOR is the owner of any and all right, title and interest in and to the mark INFUSABLE, including without limitation, U.S. Registration No. 1,446,228 for the mark in International Class 10 (the "Registration), any and all goodwill of the business appurtenant to and symbolized by the mark, any and all common law rights in and to the mark, and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the mark (collectively the "Mark"); and


WHEREAS, ASSIGNEE wishes to acquire from ASSIGNOR any and all right, title and interest in and to the Mark,

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby assigns, sells, and transfers unto ASSIGNEE, any and all right, title and interest in and to the Mark, including without limitation, the Registration, together with any and goodwill of the business appurtenant to and symbolized by the Mark, any and all common law rights in and to the Mark and the right to sue and recover

for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Mark, to be held and enjoyed by ASSIGNEE, its successors and assigns to the same extent that such would have been held and enjoyed by ASSIGNOR had such assignment not been made.

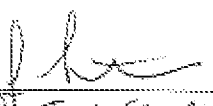
Vital Signs MN, Inc.

Dated: March 13, 2006

By: 
Name: Joy Swann
Title: Vice Pres. & Secretary

Vital Signs, Inc.

Dated: March 13, 2006

By: 
Name: Joy Swann
Title: Vice Pres. and Secretary