

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Clarifying IP Assignment effective as of January 1, 2007 to clarify the assignments recorded at Reel/Frame 003453/0771 and 003463/0091		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Welch Allyn, Inc.		02/29/2008	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Miltex, Inc.		
<b>Street Address:</b>	589 DAVIES DRIVE		
<b>City:</b>	York		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	17402		
<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:	2485137	DENLITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)755-7306		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-326-3939		
<b>Email:</b>	NYTEF@JONESDAY.COM		
<b>Correspondent Name:</b>	JONES DAY		
<b>Address Line 1:</b>	222 EAST 41ST STREET		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	10944-147-999		
<b>NAME OF SUBMITTER:</b>	Elizabeth S. Langston		
<b>Signature:</b>	/Elizabeth S. Langston/		
<b>Date:</b>	03/03/2008		

**CH \$40.00 2485137**

**Total Attachments: 5**

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## CLARIFYING IP ASSIGNMENT

THIS CLARIFYING IP ASSIGNMENT, effective as of January 1, 2007 (the "Effective Date"), is by and among Welch Allyn, Ltd., an Irish corporation, Welch Allyn, Inc., a New York corporation, and Miltex, Inc., a Delaware corporation (each a "Party", and collectively the "Parties").

WHEREAS, Welch Allyn, Inc. and Miltex, Inc. entered into that certain Purchase and Sale Agreement, made as of January 1, 2007, pursuant to which Welch Allyn, Inc. sold to Miltex, Inc. Welch Allyn, Inc.'s assets utilized in Welch Allyn, Inc.'s business of production and sale of the DenLite® product line, including the patents and patent applications identified and set forth in Schedule A attached hereto (the "Patents") and the trademark registration identified and set forth in Schedule B attached hereto (the "Trademark") (hereinafter collectively referred to as the "Transferred Intellectual Property Assets");

WHEREAS, effective as of January 1, 2007, immediately prior to the assignment of the Transferred Intellectual Property Assets from Welch Allyn, Inc. to Miltex, Inc., Welch Allyn, Ltd. assigned to Welch Allyn, Inc. (i) all rights, title and interest in and to U.S. Patent No. 5,139,421, U.S. Patent No. 5,457,611, and U.S. Patent No. D370,063, which assignment was recorded with the United States Patent and Trademark Office ("USPTO") on January 3, 2007 at Reel/Frame 018700/0170 ("First Patent Assignment"), and (ii) all rights, title and interest in and to the Trademark, together with the goodwill of the business in the United States symbolized by and associated with the Trademark, which assignment was recorded with the USPTO on January 3, 2007 at Reel/Frame 003453/0771 ("First Trademark Assignment");

WHEREAS, effective as of January 1, 2007, after such assignment from Welch Allyn, Ltd. to Welch Allyn, Inc., Welch Allyn, Inc. assigned to Miltex, Inc. (i) all rights, title and interest in and to the Patents, which assignment was recorded with the USPTO on January 17, 2007 at Reel/Frame 018767/0063 against all the Patents, except U.S. Patent No. 5,385,468 ("Second Patent Assignment"), and (ii) all rights, title and interest in and to the Trademark, together with the goodwill of the business in the United States symbolized by and associated with the Trademark, which assignment was recorded with the USPTO on January 17, 2007 at Reel/Frame 003463/0091 ("Second Trademark Assignment");

WHEREAS, the First Patent Assignment and First Trademark Assignment were dated January 3, 2007 in error;

WHEREAS, the First Patent Assignment and First Trademark Assignment should have been dated January 1, 2007;

WHEREAS, the Second Trademark Assignment was recorded with the USPTO without Welch Allyn, Inc.'s signature;

WHEREAS, U.S. Patent No. 5,385,468 was inadvertently omitted from the First Patent Assignment;

WHEREAS, on January 5, 2007, in order to rectify such omission, Welch Allyn, Ltd. assigned to Welch Allyn, Inc. all rights, title and interest in and to U.S. Patent No. 5,385,468, which assignment was recorded with the USPTO on January 5, 2007 at Reel/Frame 018711/0319 ("Third Patent Assignment");

WHEREAS, the Third Patent Assignment should have been dated January 1, 2007; and

WHEREAS, the Parties wish to clarify the chain of title of the Transferred Intellectual Property Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Welch Allyn, Ltd. does hereby sell and assign unto Welch Allyn, Inc. (i) all rights, title and interest in and to U.S. Patent No. 5,139,421, U.S. Patent No. 5,457,611, U.S. Patent No. D370,063, and U.S. Patent No. 5,385,468, and (ii) all rights, title and interest in and to the Trademark, together with the goodwill of the business in the United States symbolized by and associated with the Trademark, and, in each case (i) and (ii), all rights for recovery, damages and profits for past infringements, if any.

2. Welch Allyn, Inc. does hereby sell and assign unto Miltex, Inc. (i) all rights, title and interest in and to the Patents, and (ii) all rights, title and interest in and to the Trademark, together with the goodwill of the business in the United States symbolized by and associated with the Trademark, and, in each case (i) and (ii), all rights for recovery, damages and profits for past infringements, if any.

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IN WITNESS WHEREOF, the Parties have caused their duly authorized officers, having all requisite authority, to enter into this Clarifying IP Assignment, with effect from the date first above written.

Subscribed And Sworn To Before  
Me This 29<sup>th</sup> Day Of February, 2008.

Sarah D. Cates  
Notary Public

SARAH D. CATES  
Notary Public, State of New York  
No. 02CA5067053  
Qualified in Onondaga County  
Commission Expires 10-7-10

WELCH ALLYN, LTD.

By: Chris Horacek

Name: Chris Horacek

Title: Secretary

Subscribed And Sworn To Before  
Me This 29<sup>th</sup> Day Of February, 2008.

Sarah D. Cates  
Notary Public

SARAH D. CATES  
Notary Public, State of New York  
No. 02CA5067053  
Qualified in Onondaga County  
Commission Expires 10-7-10

WELCH ALLYN, INC.

By: M. Jack Rudnick

Name: M. Jack Rudnick

Title: Vice President

Subscribed And Sworn To Before  
Me This 29 Day Of February, 2008.

Eileen Blum  
Notary Public

EILEEN BLUM  
NOTARY PUBLIC, STATE OF NEW JERSEY  
Commission Expires February 2, 20 11

MILTEX, INC.

By: Richard D. Gorolick

Name: Richard D. Gorolick

Title: Secretary

Eileen Blum  
EILEEN BLUM  
NOTARY PUBLIC, STATE OF NEW JERSEY  
Commission Expires February 2, 20 11

**SCHEDULE A**

**U.S. PATENTS**

<b>Appl. No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>
07/390963	8/8/1989	5,139,421	8/18/1992
08/089251	7/9/1993	5,457,611	10/10/1995
D/025525	7/5/1994	D370,063	5/21/1996
08/089254	7/9/1993	5,385,468	1/31/1995

**U.S. PATENT APPLICATIONS**

<b>Appl. No.</b>	<b>Filing Date</b>
10/941,530	9/15/2004
11/095,461	3/30/2005

**SCHEDULE B**

**U.S. TRADEMARK REGISTRATION**

<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
DENLITE	2,485,137	9/4/2001

NYI-4066948v3