

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2002

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Acuson Corporation		12/31/2002	CORPORATION: DELAWARE
Acuson LLC		01/01/2003	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Siemens Medical Solutions USA, Inc.
Street Address:	51 Valley Stream Parkway
City:	Malvern
State/Country:	PENNSYLVANIA
Postal Code:	19355
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2737496	TEQ
Registration Number:	1742216	VECTOR
Registration Number:	2494866	PERSPECTIVE
Registration Number:	2496629	ASPEN
Registration Number:	2496628	ASPEN ADVANCED
Registration Number:	1613679	RES

**CORRESPONDENCE DATA**

Fax Number: (650)968-4517  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: rosa.kim@siemens.com  
 Correspondent Name: Rosa S. Kim  
 Address Line 1: 1230 Shorebird Way, Mail stop 3-1

**CH \$165.00 2737496**

Address Line 4: Mountain View, CALIFORNIA 94043

NAME OF SUBMITTER:

Rosa S. Kim

Signature:

/Rosa S. Kim/

Date:

05/12/2008

Total Attachments: 9  
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## **ASSET CONTRIBUTION AGREEMENT**

This ASSET CONTRIBUTION AGREEMENT ("Agreement") is made as of January 1, 2003, by SIEMENS MEDICAL SOLUTIONS USA, INC., a Delaware corporation ("Buyer"), and ACUSON LLC, a Delaware limited liability company ("Seller").

### **RECITALS**

WHEREAS Acuson Corporation, a wholly owned subsidiary of Siemens Corporation ("Siemens") was merged with and into Acuson LLC, also a wholly-owned subsidiary of Siemens, effective as of December 31, 2002;

WHEREAS the Asset Contribution contemplated in this Agreement shall be deemed to constitute a contribution to Buyer by Seller;

WHEREAS Seller desires to sell, convey, transfer and assign to Buyer all of the Contributed Assets (as defined herein), in exchange for which Buyer shall assume the Assumed Liabilities (as defined herein) (the "Asset Contribution").

### **AGREEMENT**

The parties, intending to be legally bound, agree as follows:

#### **1. DEFINITIONS**

For purposes of this Agreement, the following terms have the meanings specified or referred to in this Section 1:

"Asset Contribution" -- as defined in the Recitals of this Agreement.

"Buyer" --as defined in the first paragraph of this Agreement.

"Closing" --as defined in Section 2.2.

"Closing Date" -- the date on which the Closing actually takes place.

"Contemplated Transactions" -- all of the transactions contemplated by this Agreement, including:

- (a) the contribution of the Contributed Assets by Seller to Buyer;
- (b) the execution and delivery of this Agreement;
- (c) the performance by Buyer and Seller of their respective covenants and obligations

under this Agreement;

- (d) Buyer's acquisition and ownership of the Contributed Assets.

"Contributed Assets" -- shall mean all of the assets and properties of Seller which shall be contributed by Seller to Buyer at the Closing, except for the Excluded Assets.

"Excluded Assets" -- as defined in Section 2.5.

"Person" -- any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or governmental body.

"Seller" -- as defined in the first paragraph of this Agreement.

## 2. CONTRIBUTION OF ASSETS; CLOSING

**2.1 Contribution of Assets and Assumption of Liabilities at Closing.** At the Closing, pursuant to the terms and subject to the conditions set forth in this Agreement, Seller shall sell, convey, assign, transfer and deliver, and Buyer shall acquire and receive from Seller, the Contributed Assets. Buyer shall assume and agree to pay, perform, and discharge, the Assumed Liabilities.

**2.2 Time and Place of Asset Closing.** The closing of the transactions contemplated by this Section 2 (the "Closing") shall take place at the offices of the Seller on January 1, 2003, or at such other time or place as shall be agreed upon by Seller and Buyer.

**2.3 Deliveries by Seller.** At the Closing, Seller shall deliver the following:

- (a) An executed Bill of Sale;
- (b) An executed Assignment and Assumption Agreement; and
- (c) An executed License Agreement.

**2.4 Deliveries by Buyer.** At the Closing, Buyer shall deliver the following:

- (a) An executed Assignment and Assumption Agreement; and
- (b) An executed License Agreement.

**2.5 Contributed Assets.** The Contributed Assets to be sold, conveyed, transferred and assigned pursuant to the terms and subject to the conditions set forth in this Agreement shall consist of all of Seller's assets and properties as exist at the Closing Date, except for the patents and patent applications of Seller, including but not limited to those listed on Schedule 2.6 (the "Excluded Assets").

**2.6 Excluded Assets.** Seller will retain the Excluded Assets, which include but are not limited to the patents and patent applications listed on Schedule 2.6.

**2.7 Assumed Liabilities.** The liabilities to be assumed by the Buyer (the "Assumed Liabilities") pursuant to the terms and subject to the conditions set forth in this Agreement shall consist of all the liabilities and obligations related to the Contributed Assets of any kind, description or character, direct or indirect, absolute or contingent, known or unknown.

### **3. REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to Buyer, as of the date hereof and as of the Closing Date, as follows:

#### **3.1 Organization and Good Standing**

Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it owns or uses, and to perform all its obligations hereunder.

#### **3.2. Authority; No Conflict**

(a) This Agreement constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms. Upon the execution and delivery by Seller of this Agreement and any ancillary documents to be executed by the Seller in connection with the Contemplated Transactions (collectively, the "Seller's Closing Documents"), the Seller's Closing Documents will constitute the legal, valid, and binding obligations of Seller, enforceable against Seller in accordance with their respective terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors rights generally and the effect of general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law). Seller has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and the Seller's Closing Documents and to perform its obligations under this Agreement and the Seller's Closing Documents.

(b) The execution of this Agreement will not violate the certificate of formation of

Seller, or any law or regulation or any court or administrative order by which Seller is bound.

#### **4. REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller as follows:

##### **4.1 Organization and Good Standing**

Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware.

##### **4.2. Authority; No Conflict**

(a) This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. Upon the execution and delivery by Buyer of this Agreement and any ancillary documents to be executed by the Buyer in connection with the Contemplated Transaction (collectively, the "Buyer's Closing Documents"), the Buyer's Closing Documents will constitute the legal, valid, and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors rights generally and the effect of general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law). Buyer has the absolute and unrestricted right, power, and authority to execute and deliver this Agreement and the Buyer's Closing Documents and to perform its obligations under this Agreement and the Buyer's Closing Documents.

(b) The execution of this Agreement will not violate the certificate of incorporation of Buyer, or any law or regulation, or any court or administrative order or any agreement to which Buyer is a party or by which Buyer is bound.

#### **5. GENERAL PROVISIONS**

##### **5.1. Entire Agreement and Modification**

This Agreement constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment.

**5.2. Severability**

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**5.3. Section Headings, Construction**

The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

**5.4. Governing Law**

This Agreement will be governed by the laws of the State of New York without regard to conflicts of laws principles.


**5.5. Counterparts**

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.


Buyer:

SIEMENS MEDICAL SOLUTIONS USA, INC.

By:   
Name: John Pavlidis  
Title: President, Ultrasound Division

Seller:

ACUSON LLC

By:   
Name: Charles H. Dearborn  
Title: President



# Delaware

PAGE 1

*The First State*

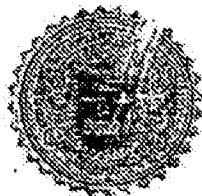
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ACUSON CORPORATION", A DELAWARE CORPORATION;

WITH AND INTO "ACUSON LLC" UNDER THE NAME OF "ACUSON LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE NINETEENTH DAY OF DECEMBER, A.D. 2002, AT 4:31 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2002, AT 11:59 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

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020787113

AUTHENTICATION: 2163154

DATE: 12-20-02

DEC-19-2002 18:38

CT CORPORATION

STATE OF DELAWARE, 05/18  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 04:31 PM 12/19/2002  
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CERTIFICATE OF MERGER

OF

ACUSON CORPORATION

WITH AND INTO

ACUSON LLC

Pursuant to Section 18-209 of the Delaware Limited Liability Company Act (the "DLCA"), Acuson LLC, a Delaware limited liability company ("Newco"), hereby certifies the following information relating to the merger of Acuson Corporation, a Delaware corporation ("Acuson") with and into Newco (the "Merger").

1. The names and states of incorporation of each of the constituent corporation and limited liability company that are to merge in the Merger (the "constituent Entities"), are:

<u>Name</u>	<u>State of Formation or Incorporation</u>
Acuson LLC	Delaware
Acuson Corporation	Delaware

2. An Agreement of Merger, dated as of December 18, 2002, by and between Newco and Acuson (the "Merger Agreement"), setting forth the terms and conditions of the Merger, has been approved, adopted, certified, executed and acknowledged by each of the Constituent Entities in accordance with the provisions of Section 18-209 of the DLCA.

3. The name of the limited liability company surviving the Merger will be Acuson LLC.

4. The Certificate of Formation of Newco shall be the certificate of formation of the surviving limited liability company.

5. The executed Merger Agreement is on file at the offices of the surviving limited liability company at c/o Siemens Corporation, 153 East 53<sup>rd</sup> Street, New York, New York 10022.

DEC-19-2002 18:38

CT CORPORATION

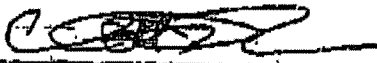
P.05/18

6. A copy of the Merger Agreement will be furnished by the surviving limited liability company, on request and without cost, to any stockholder or member of either of the Constituent Entity.

7. The Merger shall not become effective upon the filing of this Certificate, but instead shall become effective at 11:59 p.m. on December 31, 2002.

IN WITNESS WHEREOF, this Certificate of Merger has been executed by the undersigned Acuson LLC on this 18th day of December, 2002.

ACUSON LLC

By: 

Name: Charles E. Dearborn  
Title: Authorized Person