

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/21/1999

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Osteometer Meditech A/S		10/21/1999	Denmark A/S designation: DENMARK

RECEIVING PARTY DATA

Name:	Osteometer Meditech, Inc.
Street Address:	12515 Chadron Ave.
City:	Hawthorne
State/Country:	CALIFORNIA
Postal Code:	90250
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2574043	ULTRASURE
Registration Number:	2498629	DEXACARE
Registration Number:	2448109	
Registration Number:	2391998	DEXAWARE

CORRESPONDENCE DATA

Fax Number: (425)657-7205
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 425-657-7200 x5949
 Email: clay.west@spacelabs.com
 Correspondent Name: Clarence F. West
 Address Line 1: 5150 220th Ave SE
 Address Line 4: Issaquah, WASHINGTON 98029

ATTORNEY DOCKET NUMBER:	OSTEOMETER MEDITECH TMS
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OP \$115.00 2574043

NAME OF SUBMITTER:	Clarence F. West
Signature:	/Clay West/
Date:	06/25/2008

Total Attachments: 18

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SHARE PURCHASE AGREEMENT

between

OSI Systems, Inc.

and

Osteometer Flotation Company B.V.

and CC Consulting A/S

regarding

Osteometer MediTech A/S


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REEL: 003803 FRAME: 0623

On 2 September 1998

OSI Systems, Inc.
12525 Chadron Avenue
Hawthorne, CA 90250
United States of America
(hereinafter referred to as the Purchaser)

on the one hand and

Osteometer Flotation Company B.V.
Strawinskylaan 3127
1077 ZX Amsterdam
The Netherlands
(hereinafter referred to as OFC)

and

C.C. Consulting A/S
Herlev Hovedgade 207
2730 Herlev
Denmark
(hereinafter referred to as CCC
and each of CCC and OFC a Seller and jointly the Sellers)

on the other hand,

individually a Party and jointly the Parties, have entered into the following

SHARE PURCHASE AGREEMENT

for the sale and purchase of all issued shares in Osteometer MediTech A/S,
(Reg.No. 213.019) (hereinafter the Company) with its address at Kogle Allé 1,
2970 Hørsholm, Denmark.


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1: SALE AND PURCHASE OF SHARES

1.1 The entire issued share capital of the Company is nominally DKK 7,350,000.00, divided in shares with a par value of DKK 1,000.-, being the total registered and paid-up share capital in the Company (hereinafter the Shares), which is owned by

- OFC in an amount of nominally DKK 6,650,000.- shares, and
- CCC in an amount of nominally DKK 700,000.- shares.

1.2 Against the Purchaser's payment of the Purchase Price and subject to the terms and conditions of this Agreement the Sellers agree to sell to the Purchaser and the Purchaser agrees to purchase from the Sellers the Shares with effect from the date of completion of this Agreement.

1.3 The Shares are sold and purchased with all attached rights of dividends and other rights relating to the shares.

1.4 OFC has been established solely for the purpose of holding shares in the Company. The shares in OFC is held 100 per cent by OFC Luxembourg S.A. OFC Luxembourg is owned by CCC, CEBJ Holding ApS and Doughty Hanson & Co. Limited, Doughty Hanson & Co. (Managers) Limited and Doughty Hanson & Co. (Nominees) Limited acting as nominee for certain limited partnerships (the three last mentioned together called Doughty Hanson & Co.).

2: PURCHASE PRICE

2.1 The scope of the undertaking by the Purchaser under this Agreement shall be USD 7,750,000.00 (in words seven million sevenhundred-fiftythousand Dollars of The United States of America).

2.2 The undertaking by the Purchaser includes

1. to pay the Purchase Price to the Sellers, and
2. to provide the New Financing to the Company (the New Financing and the Purchase Price in a total of USD 7,750,000.-)

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(all as defined below).

2.3 The Purchase Price for the Shares is dependant on the amount of New Financing and the exchange rate as determined in Clauses 2.4 and 2.6 below. The total for the two payments is USD 7,750,000.00, and following determination of the amount of the New Financing, the amount of USD 7,750,000.- is deducted the New Financing, whereby the Purchase Price is established. A preliminary calculation of the New Financing and the Purchase Price is included in Appendix 2.

2.4 The New Financing is financing made available by the Purchaser to the Company to enable the Company upon completion to repay its debt to OFC in the amount of DKK 9,609,584 (the OFC Debt), to repay its debt to CCC in the amount of DKK 7,379,602 (the CCC Debt) and to repay the Company's debt to Den Danske Bank in the amount of DKK 25,202,503.28 (the Bank Debt) (the OFC Debt, the CCC Debt and the Bank Debt amounting to a total of DKK 42,191,689.28.

The New Financing is determined as the amount owed as the OFC Debt, the CCC Debt and the Bank Debt inclusive of all fees, interest, penalties whatsoever as of the close of business on 31 August 1998 added interest for the period 1 - 2 September 1998. The New Financing is paid to the Company in amount in USD, which immediately is exchanged to the above amount of DKK 42,191,689.28. Following the determination of the amount needed in USD for such payment the Purchase Price is determined of Clause 2.3.

2.5 The New Financing is provided to the Company by the Purchaser by equity and Other Financing as loan capital. The New Financing is provided to the Company by the Purchaser subscribing for new shares on completion in a nominal amount of DKK 500,000 shares at a price of DKK 4,795.- per share of DKK 100.-, totalling a cash contribution of DKK 23,975,000 to the Company, (equal to USD 3,551,000 at an exchange rate of DKK/USD 6.75/1).


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To the extend the New Financing exceeds DKK 23,975,000 the exceeding amount is provided as Other Financing in cash. The terms of such Other Financing is decided by the Purchaser.

2.6 The amount in USD necessary to make the New Financing is calculated with reference to the currency exchange rate of USD and DKK determined as the quotation price of Den Danske Bank at completion on 2 September 1998 when effecting the exchange of dollars.

3: DEN DANSKE BANK A/S

3.1 Prior to completion the Shares are subject to a pledge granted by OFC and CCC in favour of Den Danske Bank as collateral for liabilities of OFC to Den Danske Bank.

3.2 Den Danske Bank agrees to release the pledge and, subject to completion of this Agreement, to make the Shares available to the Purchaser for the proper performance of this Agreement by CCC and OFC. The Sellers agree that the Purchasers payment of the Shares shall be made to OFC's account in Den Danske Bank, as designated by Den Danske Bank.

3.3 It is noted that the rights of OFC to the OFC Debt is assigned to Den Danske Bank and OFC agrees that the discharge by the Company of the OFC Debt is made by payment to Den Danske Bank.

4: REPRESENTATIONS AND WARRANTIES

4.1 The Sellers represent and warrant to the Purchaser each of the following relating to the Company as of the date of Completion, of Clause 5 below, and of Clause 6 below regarding limitations:

- (1) That the Company is a company duly organized, validly existing and registered and in good standing under the laws of the Kingdom of Denmark, and that there are no disclosable or reportable alterations or any other corporate changes that have not yet been registered with the Danish Commerce and Companies Agency,

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- (2) that the Sellers are the legal and beneficial owner of all the Shares, in each case free and clear of all liens, charges, pledges, claims, encumbrances or commitments of any kind including but not limited to any options granted to third parties for the purchase of the Shares, and no warrants or similar rights exist for the issue of shares in the Company, noting the pledge to Den Danske Bank which is discharged upon completion of this Agreement;
- (3) that the Sellers have been duly authorised to enter into and perform their obligations under this Agreement. OFC and CCC undertake this warranty separately and not as a joint and several liability.
- 4.2 Den Danske Bank assumes liability towards the Purchaser for the correctness of the representations in Clause 4.1 (2) above.

5: COMPLETION AND PAYMENT

- 5.1 The Parties agree that this Agreement shall be completed immediately upon signature hereof. If the Agreement is not executed by all Parties and other signatories on the same date, it shall be deemed executed on the date of signature of the last party to sign, which shall be the Purchaser. Completion, of Clauses 5.2 - 5.7, shall be directed as more specifically described in the attached Completion Memorandum, cf Appendix 5.1, inclusive of a statement to the effect that the representation and warranties are confirmed as of the completion.
- 5.2 The Sellers shall deliver, such delivery only to be effective on satisfaction of all other conditions of completion:
1. The Company's register of shareholders.
 2. Written resignations of Mr Bernd Petersen, Mr Christopher James Wallis and Mr Arne Knudsen as board members of the Company containing waivers for any loss of office and remuneration as board members, taking effect upon completion of this Agreement.
 3. A legal opinion by a reputable Dutch lawyer in a form satisfactory to and in favour of the Purchaser for the capacity of the representatives of OFC and the binding effect of the Agreement and other statements for OFC, cf Appendix 5.2.3.
 4. A new service agreement with Mr C E Bakke-Jacobsen duly signed by Mr Jacobsen, in a form satisfactory to the Purchaser, cf Appendix 5.2.4.

 5.
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5. A statement from each of OFC and CCC, that they have no other claim against or interest in the Company, the Purchaser or related companies, apart from the OFC Debt and the CCC Debt respectively, and in case any other claim should exist that it is waived, cf Appendix 5.2.5.
 6. A statement from each of Doughty Hanson & Co., OFC Luxembourg, CEBJ Holding ApS, Dr Claus Christiansen and Dr Bente Juul Riis Christiansen that she, he or it has no claims against or interest in the Company, the Purchaser or related companies following the completion of this Agreement, cf Appendix 5.2.6.
 7. The original loan documents from CCC, OFC and Den Danske Bank regarding the CCC Debt, the OFC Debt and the Bank Debt with confirmation of discharge of the Company.
 8. Management Statement by Mr C E Bakke-Jacobsen, cf Appendix 5.2.8.
 9. The annual accounts of the Company for 1997/98 with auditors report approved and duly signed by the Board of Directors and management and Auditors as of the date of completion, cf Appendix 5.2.9.
 10. Stock transfer duty form for the CCC shares with the Danish stock transfer duty.
- 5.3 Den Danske Bank shall - subject to satisfaction of other conditions of completion - deliver the share certificates representing the Shares duly endorsed with transfer to the Purchaser and release of the pledge.
- 5.4 Upon evidence of the availability of the documents stated in Clause 5.2 - 5.3 above and conditional hereupon, the Purchaser shall provide irrevocable instructions for the payment of;
1. the Purchase Price payable in USD to account No. 3001 717 960 and 3001 717 979 established in Den Danske Bank A/S in the name of OFC and CCC respectively, for their propotionate part of the Purchase Price , and
 2. the New Financing in USD in account No. 4260 088858 to be exchanged into DKK 42,191,689.28 to account No. 4260088866 in Den Danske Bank A/S in the name of the Company.
- 5.5 Upon the Purchasers satisfaction of Clause 5.4 Den Danske Bank shall release the Share certificates representing the Shares.
- 5.6 Upon the Purchasers' satisfaction of Clause 5.4 and the release in Clause 5.5 a general meeting shall be convened in the Company with the agenda;


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1. Appointment of new board members.
2. Capital increase for the equity part of the New Financing as described in Clause 2.5 and the draft Minutes of Meeting in Appendix 5.6.2, subscribed by the Purchaser.

Following the conclusion of the general meeting Den Danske Bank shall be irrevocably entitled and obliged to transfer an amount equal to the OFC Debt, and the Bank Debt from the account mentioned in Clause 5.4.2 to an account designated by Den Danske Bank, and Den Danske Bank shall be irrevocably entitled and obliged to transfer an amount equal to the CCC Debt to an account designated by CCC.

- 5.7 In case Clause 5.2, and 5.3, are not satisfied within 2 banking days following the date of the signature of this Agreement the Parties shall be without any liability towards each other in respect of entering into this agreement, apart from Clauses 9, 11, 13 and 14 which shall prevail.

6: RESCISSION AND OTHER REMEDIES

- 6.1 In case of breach or failure of the representations and warranties of the Sellers in Clause 4.1 (2) the Purchaser shall be entitled to rescind the purchase of the Shares.

The right of rescission shall only apply in relation to a breach or failure of representations or warranties in Clause 4.1(2).

- 6.2 In case of rescission the Seller or Den Danske Bank shall indemnify the Purchaser an amount of up to USD 7,750,000 equal to the sum of the Purchase Price, and the New Financing.
- 6.3 The right of rescission shall expire on 31 December 1999.
- 6.4 In case of any breach of representations and warranties in Clause 4.1 (and in respect of Den Danske Bank Clause 4.1 (2) only) the Purchaser shall be entitled to seek compensation or damages from the Party or


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person or company in question committing such breach or Den Danske Bank in accordance with the general rules of Danish law on compensation. However, any compensation cannot exceed the total of USD 7,750,000.- equal to the Purchase Price and the New Financing. The right to claim compensation shall terminate on 31 December 1999

6.5 It is expressly agreed that the Sellers and the members of the board of directors of the Company and the Bank do not provide any other representations or warranties regarding the Company and the Shares other than those stated in Clause 4.1 and 4.2. Consequently, the Purchaser waives any remedy (misligholdelsesbeføjelse) towards the Sellers and the members of the Board of Directors of the Company and the Bank apart from the above mentioned remedies in case of breach of the representation and warranties mentioned in clause 4.1 and 4.2. It is furthermore noted that OFC is insolvent and following completion is most probably being liquidated whereby no liability for the representations and warranties given can be directed towards the persons having represented OFC in this agreement in respect of OFC's possible liability.

Moreover it is noted that CCC's shares in the Company prior to completion have been pledged in favour of Den Danske Bank as collateral for the liability of OFC towards Den Danske Bank and that CCC's part of the consideration for the shares therefore will be collected by Den Danske Bank, for which reason CCC will not undertake any other representation or warranty apart from the representation and warranties in clause 4.1. Finally it is noted that the above mentioned limitation of representations and warranties granted by the Sellers and the Bank has been considered in connection with the fixing of the Purchase Price.

7: MISCELLANEOUS

7.1 The Company shall upon completion procure the senior employees to agree and comply with the Purchasers Policy Statement on securities trading by Company personnel.


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8: NON-COMPETITION COVENANT

8.1 CCC shall be obliged not to compete directly or indirectly within a period of five years from the date of completion in any way whatsoever within developing, producing and marketing of products for bone mass determinations measured either by x-ray technology or by ultrasound technology or similar technology, enabling an identical or similar output or result.

8.2 However, passive investment in stock exchange quoted companies shall be exempt from this non-competition covenant, provided that CCC through such investment do not obtain any power to influence the economic conduct or performance of such company.

8.3 The non-competition covenant referred to in this Clause 8 applies also to Dr Claus Christiansen and Dr Bente Juel Riis Christiansen and to all other companies or legal entities in which Dr Claus Christiansen and Dr Bente Juel Riis Christiansen have any financial interest in which respect reference is made to an agreement of 28 February 1996 between the Company and 3 D - Diagnostic Development A/S and an agreement of 21 March 1996 between the Company and Osteometer BioTech A/S.

8.4 By intentional breach of the obligations contained in Clause 8.1 of this agreement CCC, Dr Claus Christiansen and Dr Bente Juel Riis Christiansen undertake to pay a penalty of DKK 50,000,000 to the Purchaser each time a breach is established.

Should the Purchaser's claim for damages exceed the penalty stipulated above, the Purchaser shall be entitled to demand payment of the excess amount jointly from CCC, Dr Claus Christiansen and Dr Bente Juel Riis Christiansen.

Furthermore, a breach of Clause 8.1 can be met by an injunction which can be provided without provision for security. The request for an injunction shall be submitted to the ordinary courts (enforcement court) irrespective of the arbitration clause in Clause 14.


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9: CONFIDENTIALITY

9.1 This Agreement is confidential and the Parties must agree to any information and its form and contents to be given to the Company's customers or other business connections and the public including the press concerning the Agreement apart from the fact of the transfer of ownership, and the Parties and other signatories shall not separately make any other disclosure apart from what has been agreed in accordance with this provision or unless provided by law.

However, the Purchaser shall be entitled to make any statement or provide information about this Agreement in satisfaction of its obligations as a publicly traded company.

10: PRIOR AGREEMENT

10.1 This Agreement shall hereafter substitute all previous undertakings and representations between the Parties for the sale and purchase of the Shares and future financing of the Company.

Future amendments, modifications or additions shall be deemed valid, only if they have been executed in writing and signed by the Seller and Purchaser.

10.2 All agreements, covenants and representations and warranties herein shall survive the completion of the transactions of this Agreement.

11: COSTS AND EXPENSES

11.1 The cost of each Party in respect of the preparation and execution of this Agreement shall be for the account of that Party. However, the Sellers shall pay any share transfer or stamp duty arising out of this Agreement in respect of the Shares. The Purchaser undertakes to make the necessary filings in this respect.

11.2 Den Danske Bank undertakes on behalf of the Sellers to reimburse the Purchaser of cost of share transfer or stamp duty which the Purchaser may suffer on behalf of the Sellers in accordance with Clause 11.1.

12: APPENDICES

12.1 Appendices 2 to 5.6.2 below form an integral part of this Agreement.

13: GOVERNING LAW

13.1 This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Denmark.

14: ARBITRATION

14.1 Should any dispute arise between the Parties or their successors or estates concerning the execution, implementation, construction and/or performance of this Agreement, the Parties shall endeavor to solve the dispute in an amicable way. If no amicable settlement can be reached between the Parties concerning a dispute, such dispute shall be settled finally and with binding effect on both Parties by a tribunal of arbitration established in accordance with the Rules of Procedure of The Danish Institute of Arbitration (Copenhagen Arbitration).

The language of arbitration shall be English. The tribunal shall be composed of 3 members who shall all be Danish and all be appointed by the Institute. The place of arbitration shall be in Copenhagen.

However, this agreed procedure for settlement does not apply in respect of injunctive measures taken pursuant to Clauses 8.2.

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15: COMMUNICATIONS

15.1 All notices, requests, demands, claims or other communications shall be in writing and shall be given (and shall be deemed to have been duly given, if given upon receipt) by delivery by hand, by mail (registered or certified mail) or by fax subject to a confirmation of transmission as follows;

If to the Sellers: C.C. Consulting A/S
Address: Herlev Hovedgade 207
2730 Herlev
Denmark
Fax: + 45 44 94 89 90

and Osteometer Flotation Company B.V.
Address: Strawinskylaan 3127
1077 ZX Amsterdam
The Netherlands

with copy to Mazanti-Andersen, Korsø Jensen & Partners
Law Firm
Mr Henrik B Sanders, attorney-at-law,
Store Kongensgade 69
1264 Copenhagen K
Denmark
Fax: + 45 33 11 10 73

If to the Purchaser: OSI Systems, Inc.
Address: 12525 Chadron Avenue
Hawthorne, CA 90250
United States of America
Fax: + 1 310 978 3898

With copy to: Dragsted & Helmer Nielsen Law Firm
Mr Steen Jensen, attorney-at-law
Address: Raadhuspladsen 4
1550 Copenhagen V
Denmark
Fax: + 45 77 33 77 44

or to such other person as may be designated in writing by the relevant Party giving 8 days notice of the change.

APPENDICES:

- Appendix 2: Calculation of Bank Debt, New Financing and Purchase Price.
Appendix 5.1: Completion Memorandum.


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Appendix 5.2.2: Draft Resignation.

Appendix 5.2.3: Draft Legal Opinion.

Appendix 5.2.4: Service Agreement with Mr C E Bakke-Jacobsen.

Appendix 5.2.5: Draft Statement from OFC and CCC.

Appendix 5.2.6: Draft Statement from related parties.

Appendix 5.2.8: Management Statement by Mr C E Bakke-Jacobsen

Appendix 5.2.9: Annual accounts for the Company for 1997/98 with auditors report signed by the Board of Directors and Management and the Auditor.

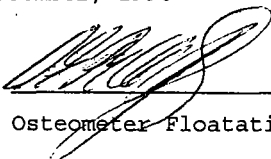

Appendix 5.6.2: Draft Minutes of annual general meeting.

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This Agreement shall be executed in 4 identical copies of which each Party shall receive one. The other signatories shall each receive a confirmed copy hereof.

Copenhagen, 2 September, 1998

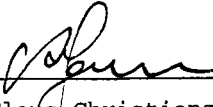
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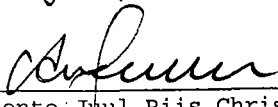
Osteometer Floatation Company B.V.



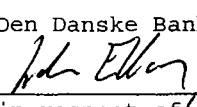

C.C. Consulting A/S



Dr Claus Christiansen in respect
of Clauses 8, 9 and 14



Dr Bente Juul Riis Christiansen
in respect of Clauses 8, 9 and 14

Den Danske Bank A/S:
 

in respect of Clauses
3, 4, 5, 6.2, 6.4, 9, 11.2 and 14

Drøgested & Helmer Nielsen Law Firm

- Appendix 5.2.2: Draft Resignation.
- Appendix 5.2.3: Draft Legal Opinion.
- Appendix 5.2.4: Service Agreement with Mr C E Bakke-Jacobsen.
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- Appendix 5.6.2: Draft Minutes of annual general meeting.

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This Agreement shall be executed in 4 identical copies of which each Party shall receive one. The other signatories shall each receive a confirmed copy hereof.

Copenhagen, 2 September, 1998

Claus Christian
OSI Systems, Inc.

Osteometer Floatation Company B.V.

C.C. Consulting A/S

Dr Claus Christiansen in respect
of Clauses 8, 9 and 14

Dr Bente Juul Riis Christiansen
in respect of Clauses 6, 9 and 14

Den Danske Bank A/S:

in respect of Clauses
3, 4, 5, 6.2, 6.4, 9, 11.2 and 14

CONTRIBUTION AGREEMENT

This Contribution Agreement (this "Agreement") is entered into effective as of October 21, 1999 (the "Effective Date"), between OSI Systems, Inc., a California corporation ("Transferor"), and Osteometer Mediatech, Inc., a California corporation ("Transferee").

WHEREAS, Transferor has acquired all of the assets, tangible and intangible, wherever located, of Osteometer MediTech A/S, a company organized under the laws of the Kingdom of Denmark ("Osteometer MediTech A/S"); and

WHEREAS, Transferee desires to acquire and, Transferor desires to contribute to Transferee, all of Transferor's right, title and interest in all of the assets that Transferor has acquired from Osteometer MediTech A/S; and

WHEREAS, in consideration for the assets that Transferor has acquired from Osteometer MediTech A/S, Transferee desires to issue, and Transferor desires to acquire, ten (10) shares of the Common Stock of Transferee;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. TRANSFER OF ASSETS AND LIABILITIES

1.1 Transfer of Included Assets. Upon and subject to the terms and conditions of this Agreement, as of the Effective Date, Transferor hereby contributes, assigns, agrees to assign, transfers, conveys and delivers to Transferee all of its right, title, and interest in all of the assets, tangible and intangible, wherever located, which Transferor has acquired from Osteometer MediTech A/S (the "Included Assets").

1.2 Transfer of Assumed Liabilities. Upon and subject to the terms and conditions of this Agreement, as of the Effective Date, Transferor hereby transfers and Transferee hereby assumes and agrees to thereafter pay, satisfy, perform and discharge all of the obligations and liabilities that result directly from of any of the Included Assets (the "Assumed Liabilities").

1.3 Consideration. As consideration for the contribution and transfer of the Included Assets and Assumed Liabilities by Transferor to Transferee, on the Effective Date, Transferee shall issue to Transferor ten (10) shares of the Common Stock of Transferee.

1.4 Cooperation. Transferor shall take all actions necessary to execute any and all documents as may be reasonably requested by Transferee from time to time to fully vest or perfect in Transferee all right, title and interest in and to the Included Assets transferred pursuant to this Agreement.

2. REPRESENTATIONS AND WARRANTIES OF TRANSFEROR

2.1 Organization and Standing. Transferor is a corporation duly organized, validly existing and in good standing under the laws of the State of California. Transferor has full corporate power and authority to execute, deliver and perform this Agreement. The

execution, delivery and performance of this Agreement by Transferor has been duly authorized by all necessary corporate action on the part of Transferor.

2.2 Binding Effect. This Agreement has been duly executed and delivered by Transferor and, assuming the due execution and delivery hereof by Transferee, constitutes the legal, valid and binding obligation of Transferor, enforceable against Transferor in accordance with its terms.

2.3 Ownership of Assets. Transferor has good, valid and marketable title to all the Included Assets free and clear of all claims, charges, liens, mortgages, security interests, pledges, restrictions or encumbrances. Transferor owns or possesses licenses or other legally enforceable rights to use all intellectual property and other intangible assets which are Included Assets.

3. REPRESENTATIONS AND WARRANTIES OF TRANSFEEE

3.1 Organization and Standing. Transferee is a corporation duly organized, validly existing and in good standing under the laws of the State of California. Transferee has full corporate power and authority to execute, deliver and perform this Agreement. The execution, delivery and performance of this Agreement by Transferee has been duly authorized by all necessary corporate action on the part of Transferee.

3.2 Binding Effect. This Agreement has been duly executed and delivered by Transferee and, assuming the due execution and delivery hereof by Transferor constitutes a legal, valid and binding obligation of Transferee, enforceable against Transferee in accordance with its terms.

4. GENERAL PROVISIONS

4.1 Approvals and Consents. Transferor and Transferee shall use all reasonable efforts to obtain all governmental or regulatory approvals and consents and make or cause to be made (or assist the other party in making) any declarations, filings and registrations with governmental or regulatory authorities which are necessary for the parties to consummate the transactions contemplated therein.

4.2 Nonassignable Contracts and Permits. Nothing in this Agreement shall be construed as an attempt to assign to Transferee any contract, commitment, or other agreement or permit, license or authorization which is by law or its terms nonassignable or the assignment of which would constitute a violation of a statute, rule, regulation, contract, commitment or other agreement. If, as of the Effective Date, an attempted assignment of any contract, commitment or other agreement would be ineffective or would affect Transferee's rights thereunder, each party shall cooperate with the other in a mutually acceptable arrangement, at the Transferee's cost, to provide the Transferee the benefit (including the economic benefit) of such contract, commitment, or other agreement.

4.3 Third Party Beneficiaries. Nothing in this Agreement is intended, nor shall it be construed, to confer any rights or benefits upon any person (including, but not limited to, any employee or former employee of Transferor or Transferee) other than the parties hereto.

4.4 Successors and Assigns. This Agreement shall be binding upon and inure to the parties hereto and their respective successors and assigns, provided, however, that

no party hereto will assign its rights or delegate its obligations under this Agreement without the express written consent of the other party hereto.

4.5 Further Assurances. Each party hereto shall execute, deliver, file and record, or cause to be executed, delivered, filed and recorded, such further agreements, instruments and other documents, and take, or cause to be taken, such further actions, as the other party hereto may reasonably request as being necessary or advisable to effect or evidence the transactions contemplated by this Agreement.

4.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts or choice of law provisions.

4.7 Integration. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

4.8 Severability. If any term or provision of this Agreement, or the application thereof to any party or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or application to such other party or circumstances, shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

4.9 Amendment. No change, modification or amendment of this Agreement shall be valid or binding on the parties unless such change or modification shall be in writing signed by the party against whom the same is sought to be enforced.

4.10 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one instrument. Counterparts of this Agreement that are manually signed and delivered by facsimile or other electronic transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering the same in such manner.

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

TRANSFEROR:

OSI SYSTEMS, INC.
a California corporation

By: 
Deepak Chopra, Chief Executive Officer

TRANSFeree:

OSTEOMETER MEDITECH, INC.
a California corporation

By: 
Deepak Chopra, Chief Executive Officer