

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nascor Pty Ltd		09/11/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	Natus Medical Incorporated		
Street Address:	1501 Industrial Road		
City:	San Carlos		
State/Country:	CALIFORNIA		
Postal Code:	94070		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74697977	OXYDOME	
Serial Number:	76045049	BILIBAND	
CORRESPONDENCE DATA			
Fax Number:	(530)750-3793		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	530-750-3661		
Email:	mathew@temmermanlaw.com		
Correspondent Name:	Mathew J. Temmerman		
Address Line 1:	423 E Street		
Address Line 4:	Davis, CALIFORNIA 95616		
NAME OF SUBMITTER:	Mathew J. Temmerman		
Signature:	/Mathew J. Temmerman/		
Date:	10/04/2008		

OP \$65.00 74697977

Total Attachments: 5

900117671

**TRADEMARK
 REEL: 003865 FRAME: 0008**

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ASSET PURCHASE AGREEMENT
BY AND BETWEEN
NATUS MEDICAL INCORPORATED
AND
NASCOR PTY LTD

SEPTEMBER 11th, 2006

24410/00600/DOCS/1645118.5

TRADEMARK
REEL: 003865 FRAME: 0010

1.2 Purchase and Sale. Upon the terms and subject to the conditions of this Agreement, Acquiror agrees to purchase from Seller and Seller agrees to sell, transfer, convey, assign and deliver, or cause to be sold, transferred, conveyed, assigned and delivered, to Acquiror at the Closing all of Seller's right, title and interest in and to all of the following assets free and clear of all Encumbrances (collectively, the "**Purchased Assets**"):

(a) [REDACTED]

(b) [REDACTED]

(c) all of Seller's rights to and interest in Intellectual Property related to or used in connection with the Products, including all of Seller's rights to and interest in the Seller IP Rights (as defined in Section 2.8(a)(ii) and those set forth on Schedule 1.2(c);

(d) [REDACTED]

(e) [REDACTED]

(f) [REDACTED]

(g) [REDACTED]

(h) [REDACTED]

(i) [REDACTED]

(j) [REDACTED]

1.3 [REDACTED]

7.2 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given (i) on the date of delivery, if delivered personally or by commercial delivery service or mailed by registered or certified mail (return receipt requested) or (ii) on the date of confirmation of receipt (or the next Business Day, if the date of confirmation of receipt is not a Business Day), if sent via facsimile (with confirmation of receipt) to the parties hereto at the following address (or at such other address for a party as shall be specified by like notice):

(a) if to Acquiror, to:

Natus Medical Incorporated
1501 Industrial Road
San Carlos, California 94070
U.S.A.
Attention: President and CEO
Facsimile No.: (650) 802-0401
Telephone No.: (650) 802-0400

(b) if to Seller, to:

Nascor Pty Ltd.
Unit 17, 77-79 Bourke Road
Alexandria
Sydney NSW 2015
Australia
Attention: Managing Director
Facsimile No.: + 61-2-9700-8265
Telephone No.: + 61-2-9700-8264

[REDACTED]

[REDACTED]

7.3

[REDACTED]

7.4

[REDACTED]

7.5

[REDACTED]

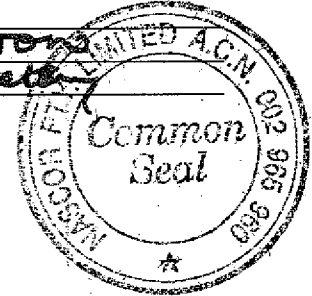
IN WITNESS WHEREOF, each of Acquiror and Seller has caused this Asset Purchase Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

NATUS MEDICAL INCORPORATED

By: *Jim B. Hawkins*
Name: _____
Title: _____

NASCOR PTY LTD

By: *M. Chilton*
Name: DR. H. W. CHILTON
Title: Director & Secretary



[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

SCHEDULE 1.2(c)

INTELLECTUAL PROPERTY

Common Law Trademarks:

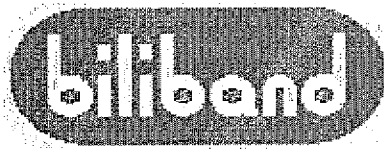
OXYPOD

OXYDOME (other than USA where ®)

FOLDADOME

BILIBAND (other than USA and AUSTRALIA where ®)

Common Law Logos



Seller Registered Intellectual Property

- 1) US Patent: Biliband Patent no. 6,973,930 dated 13th December 2005
- 2) US Registered Trademark: "Biliband" Registration no. 2,793,479 dated 16th December 2003.
- 3) Continuation US Patent in progress "Biliband" Serial number 11/222,436 dated January 18th 2006
- 4) US Registered Trademark : "Oxydome" Registration no. 1,973,093 7th May 1996
- 5) Australian Trademark "Biliband" no. 830095 dated 31st March 2000.