

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment Agreement to Purchase and Transfer Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HNB Huntleigh Nesbit Evans Healthcare GmbH, Huntleigh Healthcare Limited and ArjoHuntleigh GmbH		05/02/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Schiller AG
Street Address:	Altgasse 68
City:	Baar
State/Country:	SWITZERLAND
Postal Code:	6340
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1024599	MEDILOG

CORRESPONDENCE DATA

Fax Number: (614)227-2390
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ATTORNEY DOCKET NUMBER:	142996
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DOMESTIC REPRESENTATIVE

OP \$40.00 1024599

Name: Joseph R. Dreitler
Address Line 1: 100 S. Third Street
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NAME OF SUBMITTER:	Joseph R. Dreitler
Signature:	/Joseph R. Dreitler/
Date:	10/10/2008

Total Attachments: 4
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Amendment Agreement to the Purchase and Transfer Agreement

1. Background

By Purchase and Transfer Agreement entered into by HNB Huntleigh Nesbit Evans Healthcare GmbH, Huntleigh Healthcare Limited and ArjoHuntleigh GmbH on the one side and Schiller AG on the other side on 31 March 2008 (the "PTA"), it was agreed that the Sellers sell and that Purchaser purchases the Medilog Cardiology Products Division of the Huntleigh Healthcare Group. If ~~not stated otherwise herein, all definitions used in this~~

The Parties now wish to amend and clarify certain aspects of the PTA through this amendment agreement (the "Amendment").

2. Revision of Schedule 3.2.3 of the PTA

As part of the Purchased Assets, all Intellectual Property Rights used in the Medilog Business are to be transferred upon Closing. A list of IPR has been attached to the PTA as Schedule 3.2.3 which was supposed to include all such Intellectual Property Rights, but in fact listed items that are not part of the Medilog Business. The Parties are in agreement that only such rights are part of the Purchased Assets and to be transferred upon Closing that are used in the Medilog Business. These Intellectual Property Rights are now listed in the attached revised Schedule 3.2.3 which shall replace the schedule originally attached to the PTA. Accordingly, also the warranties given in Section 8.1 and 8.3 of the PTA only refer to the items listed in the revised Schedule 3.2.3. This revision does not have an impact on the agreed Purchase Price for the Purchased Assets.

3. Joining of PTA

Furthermore, Huntleigh Technology Limited, another company within the Huntleigh Healthcare Group, hereby joins the PTA including all its Schedules as a fourth seller, assuming all obligations there under, in particular the obligation to sell and transfer the Intellectual Property Rights used in the Medilog Business as agreed in Section 3.2.3 of the PTA and as listed in the attachment to this Amendment, the revised Schedule 3.2.3.

The original Parties to the PTA, the Sellers and the Purchaser, hereby agree to Huntleigh Technology Limited becoming another party to the PTA and expressly agree to the assumption of all rights and obligations as a seller there under. Huntleigh Technology Limited joining the PTA will expressly not lead to any further obligations on Purchaser's part towards Huntleigh Technology Limited or any of the original Sellers except as already provided for in the PTA.

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in particular not to further payment obligations apart from payment of the Purchase Price as agreed in Section 6 of the PTA. Part of this Purchase Price is to be regarded as payment for the Intellectual Property Rights as part of the Purchased Assets and shall be allocated accordingly.

4. Agreement on Closing Date

The original Parties to the PTA as well as Huntleigh Technology Limited agree that in deviation to what has been agreed in Section 7.1 of the PTA, Closing will take place on 30 April 2008, even though the conditions precedent as listed in Sections 7.1.1 - 7.1.3 of the PTA were not fulfilled 5 Business Days before that date, but rather only on 25 April 2008.

5. Agreement on Purchase Price

Finally, the original Parties to the PTA as well as Huntleigh Technology Limited agree that after valuation of the Fixed Assets and the Inventory as agreed in Section 6.1 of the PTA, the overall Purchase Price shall amount to CHF 1.677.630,02. Since the valuation of the Inventory could only be made as per 28 April 2008 and not per Closing as agreed in the PTA, the value of the Inventory may change between that date and 30 April 2008. It is therefore agreed that any change in the Inventory shall be detected and valued according to IFRS until 10 May 2008, and additional payment or repayment, if any and as applicable, shall be made within 10 Business Days after the change has been finally assessed.

6. Miscellaneous

This Amendment shall be interpreted in accordance with the provisions and aims as laid down in the PTA, and Section 9.1 - 9.2 (Best Efforts; Announcements and Confidentiality), 12 (Miscellaneous) and 13 (Arbitration) of the PTA shall be applicable also to this Amendment.

Place: LYON
Date: 02/05/2008

Huntleigh Technology Ltd.

[Name of the signatory]

George Cox
DIRECTOR

Place: WIL
Date: 30.4.08

Schiller AG

[Name of the signatory]

Place:

Place:

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Date:

HNE Huntleigh Nesbit Evans Healthcare GmbH

[Name of the signatory]

Date:

Huntleigh Healthcare Limited

[Name of the signatory]

Place:

Date:

A/O Huntleigh GmbH

[Name of the signatory]

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Schedule 3.2.3

Intellectual property rights of the Medilog Business

Fire of Life	006082143	Community Trade Mark
Medilog	1002041	UK Trade Mark
Medilog	W940512	German Trade Mark
Medilog	135638	Austrian Trade Mark
Medilog	370671	Benelux Trade Mark
Medilog	1625620	French Trade Mark
Medilog	603459	Italian Trade Mark
Medilog	2515857	Japanese Trade Mark
Medilog	86560	Polish Trade Mark
Medilog	98173	Russian Trade Mark
Medilog	1024599	US Trade Mark
Medilog Excel	W1166450	German Trade Mark
Medilog Prima	W2014484	German Trade Mark
Medilog Prima	1746831	US Trade Mark
Adapt	78483092	US Trade Mark Application
Adapt	003765121	Community Trade Mark
Ambulatory Monitor	EP/FR0457524	Patent
Ambulatory Monitor	EP/DE0457524	Patent
Ambulatory Monitor	EP/IT0457524	Patent
Ambulatory Monitor	EP/NL0457524	Patent
Ambulatory Monitor	EP/GB0457524	Patent
Ambulatory Monitor	US5305761	Patent
ECG Analyzer	US5355891	Patent

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