

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Welch Allyn Protocol, Inc. | | 01/26/2009 | CORPORATION: OREGON |
| RECEIVING PARTY DATA | | | |
| Name: | ZOLL Medical Corporation | | |
| Street Address: | 269 Mill Road | | |
| City: | Chelmsford | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 01824 | | |
| Entity Type: | CORPORATION: MASSACHUSETTS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2391258 | SMARTVIEW | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (617)523-1231 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 617-570-1909 | | |
| Email: | gwilliam@goodwinprocter.com | | |
| Correspondent Name: | Gregory S. William | | |
| Address Line 1: | Exchange Pl., 53 State St. | | |
| Address Line 2: | Goodwin Procter LLP | | |
| Address Line 4: | Boston, MASSACHUSETTS 02109 | | |
| ATTORNEY DOCKET NUMBER: | ZOLL | | |
| NAME OF SUBMITTER: | Gregory S. William | | |
| Signature: | /Gregory S. William/ | | |
| Date: | 06/16/2009 | | |

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Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of January 26, 2009, by and among Welch Allyn, Inc., a New York corporation ("Welch Allyn"), Welch Allyn Protocol, Inc., an Oregon corporation ("WA Protocol" and collectively with Welch Allyn, "Assignors"), and ZOLL Medical Corporation, a Massachusetts corporation ("Assignee").

WHEREAS, Assignors hold all rights, titles and interests in and to the trademarks, service marks and trade names identified in the attached Schedule A (the "Marks");

WHEREAS, pursuant to that certain Thunderbolt Asset Purchase Agreement dated as of October 23, 2008 by and among Assignors and Assignee (the "Thunderbolt Asset Purchase Agreement"), Assignee is desirous of acquiring the Marks from Assignors, together with the goodwill of the business symbolized thereby;

NOW, THEREFORE, in consideration of the premises set forth above and in the Thunderbolt Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Each Assignor does hereby sell, assign, convey and transfer unto said Assignee, its successors, assigns, and legal representatives, Assignor's entire rights, titles and interests in and throughout the United States of America, its territories and all foreign countries, in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by said Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Each Assignor further authorizes the Director of the United States Patent & Trademark Office, and any official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Assignors have caused this Assignment to be executed as a sealed instrument by their respective duly authorized officers as of the date first written above.

ASSIGNORS:

WELCH ALLYN, INC.

By: Julie A. Shimier
Name:
Title:

WELCH ALLYN PROTOCOL, INC.

By: Julie A. Shimier
Name:
Title:

On this 26 day of January, 2009, before me, the undersigned Notary Public, personally appeared JULIE A. SHIMIER, proved to me through satisfactory evidence of identification, which was/were KNOWN, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignors and executed this document of her own free will.

Joan C. Jewell
Signature of Notary

(Seal)

My Commission Expires: 1/3/10

JOAN C. JEWELL
Notary Public, State of New York
No. 01JE6035651
Qualified in Cayuga County
Commission Expires January 3, 2010

ASSIGNEE:

ZOLL MEDICAL CORPORATION

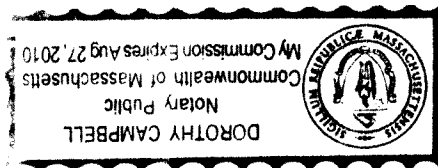
By: [Signature]
Name: Jonathan Remeed
Title: President

On this 26 day of January, 2009, before me, the undersigned Notary Public, personally appeared Dorothy Campbell, proved to me through satisfactory evidence of identification, which was/were Personal Knowledge, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his own free will.

[Signature]
Signature of Notary

(Seal)

My Commission Expires: 8-27-2010



SCHEDULE A

Marks

| Mark | Jurisdiction | Application No. & Date | Registration No. & Date |
|---|---------------------|---------------------------------------|--|
| 1. Smartlink Wireless – unregistered trademark | N/A | | |
| 2. SmartView – registered trademark | Federal | No. 75705619 May 14, 1999 | No. 2391258 October 3, 2000 |
| 3. SmartPac – unregistered trademark | N/A | | |
| 4. SmartLink – unregistered mark | N/A | | |