

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hill-Rom Services, Inc.		09/30/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hill-Rom Services Pte. Ltd.		
<b>Street Address:</b>	1 Yishun Avenue 7		
<b>City:</b>	Singapore		
<b>State/Country:</b>	SINGAPORE		
<b>Entity Type:</b>	Singapore limited private company: SINGAPORE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2751952	THE VEST	
Registration Number:	3208881	THE VEST	
Registration Number:	2751953	VEST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(513)762-7946		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	513-455-7646		
<b>Email:</b>	kkg@gdm.com		
<b>Correspondent Name:</b>	Karen Kreider Gaunt		
<b>Address Line 1:</b>	255 East Fifth Street		
<b>Address Line 2:</b>	2900 Chemed Center		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>ATTORNEY DOCKET NUMBER:</b>	104916.709		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Louis K. Ebling		

**CH \$90.00 2751952**

**900144630**

**TRADEMARK  
 REEL: 004073 FRAME: 0641**

Address Line 1: 255 East Fifth Street  
Address Line 2: 2900 Chemed Center  
Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER: Karen Kreider Gaunt

Signature: /karen kreider gaunt/

Date: 10/05/2009

Total Attachments: 5  
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## TRADEMARK, COPYRIGHT AND CLAIM ASSIGNMENT

This Trademark, Copyright and Claim Assignment (this "**Assignment**"), dated as of September 30, 2009, by Hill-Rom Services, Inc., a Delaware corporation with its principal place of business at 1069 State Route 46 East, Batesville, Indiana 47006-8835 ("**Assignor**") in favor of Hill-Rom Services Pte. Ltd., a Singapore limited private company, having a place of business at 1 Yishun Avenue 7, Singapore 768923 ("**Assignee**").

Unless otherwise defined herein, capitalized terms used in this Assignment have the meanings given to them in the Purchase Agreement.

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of September 30, 2009 (the "**Purchase Agreement**"), pursuant to which Assignor agreed to transfer to Assignee, and Assignee agreed to accept from Assignor, certain of the assets and obligations of Assignee, including, but not limited to certain trademarks, copyrights and claims of Assignor, and Assignee agreed to assume all such assets and assume certain obligations related thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, set over, and deliver to Assignee all of Assignor's right, title, and interest, in and to:

1. the trademarks and copyrights set forth on Schedule A hereto, including all registrations and applications thereof, all registrations which may be granted in respect of such applications, all renewals of such registrations, and all rights therein arising at common law, by statute or otherwise;
2. the goodwill of the business symbolized by such trademarks;
3. all claims, demands, causes of action, counterclaims, and defenses of any kind or character, at law or in equity, that Assignor may have arising out of or relating to the facts and occurrences made the basis of the litigation of Case No. 1:09 CV-1034 WTL-TAB, United States District Court Southern District of Indiana – Indianapolis Division, *Hill-Rom Services, Inc., Advanced Respiratory, Inc. and Hill Rom Company, Inc. v. Electromed, Inc.* (the "**Claim**");
4. all other claims, demands and causes of action of any kind or character, at law or in equity (collectively, "**Claims**"), that Assignor may have arising out of or relating to any present or future infringement of such trademarks and other items set forth on Schedule A, with the right to sue for, and collect the same for, Assignee's own use and benefit; and
5. all rights corresponding thereto throughout the world.

Upon and subject to the provisions of this Assumption Agreement, Assignee hereby assumes from Assignor all of Assignor's right, title and interest in and to the Claim and all obligations and liabilities related thereto. Should Assignee be found liable for any damages or any other award as a result of the Claim, Assignee agrees that it shall be solely responsible for the payment of such damages or other award.

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ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY REGARDING THE VALUE, VALIDITY OR POTENTIAL OUTCOMES OF THE CLAIM.

From time to time after the date hereof, at the request of either party hereto, and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may reasonably request in order to consummate more effectively the transactions contemplated hereby.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

Assignor authorizes and requests the Register of Copyrights in the United States and the head of any foreign Copyright Office to issue all copyright registrations which it may issue on an application for any copyright to Assignee, its successors and assigns, in accordance with this Assignment.

Assignor authorizes and requests the United States Patent and Trademark Office and the head of any foreign Trademark Office to issue all trademark/service mark registrations which it may issue on an application for any trademark/service mark or a portion thereof to Assignee, its successors and assigns, in accordance with this Assignment.

[Signature Page(s) Follows]

ASSIGNOR:

HILL-ROM SERVICES, INC.

By: \_\_\_\_\_  
Name: Richard G. Keller  
Title: Vice President, Controller and  
Chief Accounting Officer

STATE OF \_\_\_\_\_ )  
  ) ss:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, in and for the County of \_\_\_\_\_, \_\_\_\_\_,  
appeared \_\_\_\_\_ on September \_\_\_\_\_, 2009, to me known to be the person  
of that name who signed and sealed the foregoing instrument on behalf of Hill-Rom Services,  
Inc.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

ASSIGNEE:

HILL-ROM SERVICES PTE, LTD.

By: \_\_\_\_\_  
Name: HOWARD D. TAM  
Title: EXECUTIVE DIRECTOR

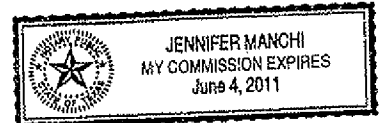


STATE OF Texas )  
  ) ss:  
COUNTY OF Harris )

Before me, a Notary Public, in and for the County of Harris, Howard D. Tam  
appeared \_\_\_\_\_ on September 30, 2009, to me known to be the person  
of that name who signed and sealed the foregoing instrument on behalf of Hill-Rom Services Pte.  
Ltd.

\_\_\_\_\_  
*Jennifer Manchi*  
Notary Public

My Commission Expires: June 4, 2011



[Signature Page to Trademark, Copyright and Claim Assignment]

ASSIGNOR:

HILL-ROM SERVICES, INC.

By: Richard G. Keller  
Name: Richard G. Keller  
Title: Vice President, Controller and  
Chief Accounting Officer

STATE OF Indiana )  
 ) ss:  
COUNTY OF Decatur )

Before me, a Notary Public, in and for the County of Decatur, State of Indiana, appeared Richard G. Keller on September 30, 2009, to me known to be the person of that name who signed and sealed the foregoing instrument on behalf of Hill-Rom Services, Inc.

Betty Ann Clark  
Notary Public

My Commission Expires: 1/26/2013

ASSIGNEE:

HILL-ROM SERVICES PTE. LTD.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, in and for the County of \_\_\_\_\_, \_\_\_\_\_, appeared \_\_\_\_\_ on September \_\_\_\_, 2009, to me known to be the person of that name who signed and sealed the foregoing instrument on behalf of Hill-Rom Services Pte. Ltd.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[Signature Page to Trademark, Copyright and Claim Assignment]

SCHEDULE A

TRADEMARKS AND PENDING TRADEMARK APPLICATIONS

File No	Co	S/N	Reg No	Title	File Date	Reg Date	Exp Date	Status
M2 15618	CA	1,321,482	728,970	THE VEST®	10/25/2006	11/20/2008	11/20/2023	REGISTERED
M1 15627	US	76/336,510	2,751,952	THE VEST® (Stylized)	11/9/2001	8/19/2003	8/19/2013	REGISTERED
M1 15616	US	78/865,816	3,208,881	THE VEST®	4/20/2006	2/13/2007	4/20/2016	REGISTERED
M2 15618	CTM	2519239	2519239	THE VEST®	12/28/2001	8/30/2004	1/20/2014	REGISTERED
M1 15627	US	76/336,511	2,751,953	VEST® (Stylized)	11/9/2001	8/19/2003	8/19/2013	REGISTERED

Any other trademarks, service marks, applications, and registrations corresponding to the foregoing items in this Schedule A.

COPYRIGHTS

All unregistered copyrights owned by Assignor and associated exclusively with the foregoing items in this Schedule A.