

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
Hill-Rom Services, Inc.		09/30/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hill-Rom Services Pte. Ltd.		
Street Address:	1 Yishun Avenue 7		
City:	Singapore		
State/Country:	SINGAPORE		
Postal Code:	768923		
Entity Type:	Singapore limited private company: SINGAPORE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1629038	THAIRAPY	
Registration Number:	2392034	SO EVERYONE CAN BREATHE A LITTLE EASIER	
Registration Number:	2813761	SETTING THE STANDARD FOR AIRWAY CLEARANCE	
Registration Number:	2805366	PASSING ON THE BREATH OF LIFE	
CORRESPONDENCE DATA			
Fax Number:	(513)762-7944		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5134557644		
Email:	lke@gdm.com		
Correspondent Name:	Louis K. Ebling		
Address Line 1:	255 East Fifth Street		
Address Line 2:	2900 Chemed Center		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	104916.2		
DOMESTIC REPRESENTATIVE			

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**TRADEMARK
 REEL: 004092 FRAME: 0987**

Name: Louis K. Ebling
Address Line 1: 255 East Fifth Street
Address Line 2: 2900 Chemed Center
Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:	Louis K. Ebling
Signature:	/louis ebling/
Date:	11/09/2009

Total Attachments: 6

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**TRADEMARK, COPYRIGHT AND OTHER
INTELLECTUAL PROPERTY ASSIGNMENT**

This Trademark, Copyright and Other Intellectual Property 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 of Assignee, including, but not limited to trademarks, trade names, service marks, labels and other trade dress (including goodwill associated therewith) and copyrights and copyrightable works, and brand and/or slogans embodying business or product goodwill or indications or origin, primarily relating to the Vest Business;

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 the following (collectively, the "Assigned IP"):

1. the trademarks, trade names, labels and other trade dress 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 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;
4. all other Intellectual Property (other than (i) the patents and patent applications listed on Schedule 2.1(b) of the Purchase Agreement, which are being conveyed in a separate assignment and (ii) the trademarks and Claims listed on Schedule B, which are being conveyed in a separate assignment, each concurrently herewith) owned by Assignor and used solely in the Vest Business; and
5. all rights corresponding thereto throughout the world.

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

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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.

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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 Other Intellectual Property Assignment]

SCHEDULE A

TRADEMARKS AND PENDING TRADEMARK APPLICATIONS

US Common Law Trademark: Breathe a Little Easier

File No	Co	S/N	Reg No	Title	File Date	Reg Date	Exp Date	Status
M1 15614	US	74/027,827	1,629,038	THAIRAPY® (Stylized)	2/12/1990	12/25/1990	2/12/2000	REGISTERED
M1 15615	US	75/506,662	2,392,034	SO EVERYONE CAN BREATHE A LITTLE EASIER®	6/22/1998	10/3/2000	6/22/2008	REGISTERED
M2 15620	CTM	1902030	1902030	HARBOR MEDICAL®	9/26/2000	6/20/2002	9/26/2010	REGISTERED
M1 15625	US	76/389,726	2,813,761	SETTING THE STANDARD FOR AIRWAY CLEARANCE®	3/27/2002	2/10/2004	2/10/2014	REGISTERED
M1 15632	US	76/267,302	2,805,366	PASSING ON THE BREATH OF LIFE®	6/1/2001	1/13/2004	6/1/2011	REGISTERED
M1 15629	US	76/284,421	2,665,740	ADVANCED RESPIRATORY® (design)	7/12/2001	12/24/2002	12/24/2012	Pending Decision to Abandon when due in 2012
M1 15630	US	76/284,420	2,662,197	ADVANCED RESPIRATORY®	7/12/2001	12/17/2002	12/17/2012	Pending Decision to Abandon when due in 2012

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.

SCHEDULE B

EXCLUDED 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 B.

EXCLUDED COPYRIGHTS

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

EXCLUDED CLAIMS

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.*

All claims, demands and causes of action related that Assignor may have arising out of or relating to any present or future infringement of the foregoing trademarks and other items in this Schedule B.