

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Cardinal Health Technologies, LLC		12/01/2009	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CareFusion Corporation		
<b>Street Address:</b>	3750 Torrey View Court		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92130		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77199444	CHASING ZERO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(614)227-2390		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	614-227-2343		
<b>Email:</b>	trademarks@bricker.com		
<b>Correspondent Name:</b>	Joseph R. Dreitler		
<b>Address Line 1:</b>	100 S. Third Street		
<b>Address Line 4:</b>	Columbus, OHIO 43215		
<b>NAME OF SUBMITTER:</b>	Joseph R. Dreitler		
<b>Signature:</b>	/Joseph R. Dreitler/		
<b>Date:</b>	02/16/2010		

Total Attachments: 5  
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## TRADEMARK ASSIGNMENT AND AGREEMENT

This AGREEMENT, effective as of this the 1st day of December 2009, is by and between Cardinal Health Technologies LLC, a Nevada limited liability company having a place of business at 7690 Cheyenne Avenue, Suite 100, Las Vegas, Nevada ("Cardinal Health"), and CareFusion Corporation, a Delaware corporation having a place of business at 3750 Torrey View Court, San Diego, California ("CareFusion").

WHEREAS, Cardinal Health owns and has the right to assign certain trademarks currently in use throughout the world in connection with selling certain goods and services relating to the manufacture, sale and distribution of medical and pharmaceutical products;

WHEREAS, Cardinal Health desires to assign its entire right, title and interest in and to said trademarks to CareFusion, for CareFusion's immediate use and enjoyment, and in so doing, desires to discontinue its use thereof after a limited period of time has passed sufficient to allow it to transition away from using said trademarks while operating in the ordinary course of conducting its business; and,

WHEREAS, CareFusion desires to grant to Cardinal Health (and to Cardinal Health's parent, subsidiary and/or affiliated companies) a limited, non-exclusive license to allow Cardinal Health to transition away from using said trademarks while operating in the ordinary course of conducting its business, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Cardinal Health and CareFusion agree as follows:

The term "Material" shall mean any item or material (excluding Products), whether in electronic or hardcopy format, that bears or contains any Trademark (as this term is defined herein), including any advertising, marketing or promotional materials, packaging, labeling, supplies, invoices, letterhead, envelopes, business cards, web sites, web pages, email signatures and/or any similar items or materials.

The term "Product" shall mean any product made, used, sold or distributed by Cardinal Health, its parent, subsidiary and/or affiliated companies, that bears or contains (or the packaging, labeling or inserts for which bears or contains) any Trademark and that as of the Effective Date, is in the inventory of Cardinal Health, its parent, subsidiary and/or affiliated companies.

The term "Service" shall mean any service developed, designed, marketed, promoted, used, offered for sale, sold, provided and/or otherwise exploited by Cardinal Health (or by any Cardinal Health parent, subsidiary and/or affiliated company) under any Trademark.

The term "Territory" shall mean any county of the world.

The term "Trademarks" as used herein shall mean those brand names, trade names, logos, slogans, tag lines, trademarks, service marks, trademark registrations and/or applications for registration shown, depicted and/or represented in the registrations and/or applications for registration listed in the attached Schedule A, which is hereby incorporated herein by reference.

The term "Transition Period" shall mean the period of time commencing on the Effective Date hereof and ending six (6) months after the Effective Date hereof.

Cardinal Health does hereby assign, transfer and convey unto CareFusion, its successors and assigns, its entire right, title and interest in and to the Trademarks (and in the goodwill associated therewith and represented thereby), including the right to sue and recover for past infringements thereof.

CareFusion hereby grants to Cardinal Health (and to Cardinal Health's parent, subsidiary and/or affiliated companies) a limited, non-exclusive, worldwide, non-transferable, royalty-free, fully paid-up license, with no right to sublicense to do the following only during the Transition Period of this Agreement:

- (i) use any of the Trademarks on, in or otherwise in connection with any Products and manufacture, market, promote, use, license, offer for sale, sell, distribute and/or otherwise exploit any Products;
- (ii) use any of the Trademarks in connection with any Services and market, promote, use, offer for sale, sell, provide, distribute and/or otherwise exploit any Services;
- (iii) use any of the Trademarks on, in or otherwise in connection with any Materials and use any Materials in connection with the general operation of the Cardinal Health business and/or of the businesses of its parent, subsidiary and/or affiliated companies;
- (iv) use any of the Trademarks in connection with the general operation of the Cardinal Health business (or of the businesses of its parent, subsidiary and affiliated companies) in a manner substantially similar to the manner that such Trademarks are in use immediately prior to the Effective Date; and,
- (v) as part of the corporate names of Cardinal Health, its parent, subsidiary and/or affiliated companies, as such corporate names exist as of the Effective Date.

Cardinal Health and CareFusion acknowledge and agree that the sole purpose of the foregoing license is to allow Cardinal Health, its parent, subsidiary and/or affiliated companies a reasonable period of time to rebrand and phase out of use of the Trademarks. Cardinal Health agrees to use its commercially reasonable efforts to complete the foregoing within the Transition Period.

Notwithstanding the foregoing, in the event Cardinal Health (or one of its parent, subsidiary and/or affiliated companies) should make a nominal use of one of the Trademarks after the Transition Period has ended, Cardinal Health will take commercially reasonable steps to

retract said nominal use, if commercially practicable, and to avoid any further use thereof. For the purpose of this Agreement, "nominal use" shall mean unintentional or inadvertent use of the Trademarks, such as, for example, as a result of old promotional materials that were in existence as of the Effective Date hereof, but which failed to be destroyed inadvertently or through oversight. In the event CareFusion is made aware of any such nominal use occurring after the Transition Period has ended, CareFusion will immediately notify Cardinal Health of such nominal use and provide Cardinal Health with a reasonable period of time during which Cardinal Health will take commercially reasonable steps to retract said nominal use, if commercially practicable, and to avoid any further use thereof. Nothing in this paragraph shall be construed as granting Cardinal Health an extension of the Transition Period.

Cardinal Health, its parent, subsidiary and/or affiliated companies, shall not: 1) use the Licensed Marks in a manner that could reasonably be expected to damage the reputation or goodwill associated with CareFusion; and, 2) use the Trademarks in a manner that causes, or has the likelihood of causing, confusion as to the ownership of the Trademarks.

Cardinal Health, its parent, subsidiary and affiliated companies shall: 1) comply with CareFusion's policy, standards and guidelines with respect to any use of the Licensed Marks; and, 2) comply with all applicable Laws pertaining to use of the Trademarks, including those pertaining to the proper use and designation of such Trademarks.

CareFusion shall indemnify, defend and hold harmless Cardinal Health, its parent, subsidiary and affiliated companies, and any officers, directors, employees or agents of any of the foregoing, from and against any and all damages, costs, expenses, losses, claims, demands and liabilities (including, without limitation, reasonable attorneys' fees) incurred as a result of CareFusion's use of the Trademarks.

Cardinal Health hereby represents that it is the owner of the Trademarks and that it has the full right to convey all right, title and interest in and to said Trademarks; that it has not executed any writing or agreement in conflict herewith; and, that it agrees to execute any further documents which CareFusion may reasonably require to perfect CareFusion's interest in the Trademarks hereby conveyed.

The parties acknowledge and agree that the Trademarks are assigned as-is and that CareFusion assumes all risks and liabilities arising from or relating to its use of and reliance upon the Trademarks. Cardinal Health makes no representation or warranty with respect thereto. Cardinal Health expressly disclaims all representations and warranties regarding the Trademarks, whether express or implied, including any representation or warranty in regard to quality, performance, non-infringement, commercial utility, merchantability or fitness for a particular purpose.

This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the State of Ohio irrespective of the choice of Laws principles of the State of Ohio.

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any Law or as a matter of public policy, all other conditions and provisions of

this Agreement shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Except as otherwise expressly provided in this Agreement, this Agreement (including all Exhibits hereto) constitute the entire agreement of the parties hereto with respect to the subject matter of this Agreement and supersede all prior agreements and undertakings, both written and oral, between or on behalf of the parties hereto with respect to the subject matter of this Agreement.

This Agreement may be executed in one or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or portable document format (PDF) shall be as effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, Cardinal Health and CareFusion have each caused this Agreement to be executed by its duly authorized representatives.

AGREED:

Cardinal Health Technologies LLC

By:

Shelley Bird

Printed:

Shelley Bird

Title:

EVP, Public Affairs

Date:

Jan 15/10

CareFusion Corporation

By:

Jim Mazzola

Printed:

Jim MAZZOLA

Title:

SVP

Date:

12/3/09

TRADEMARK

REEL: 004149 FRAME: 0634

SCHEDULE A - TRADEMARKS, TRADEMARK REGISTRATIONS/APPLICATIONS

1. CHASING ZERO, all common law rights
2. US trademark registration application serial no. 77/199,444 filed 06 June 2007, pending