

Client Code: SEDL.000GEN

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>Hospira, Inc.</p> <p>( ) Individual                      ( ) General Partnership          ( ) Association                  ( ) Limited Partnership          ( ) Other:                          (X) Corporation of:            Delaware</p> <p>Additional name(s) of conveying party(ies) attached?          ( ) Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Sedline, Inc.  <b>Internal Address:</b> Suite 143  <b>Street Address:</b> 13766 Alton Parkway  <b>City:</b> Irvine <b>State:</b> CA  <b>ZIP:</b> 92618</p> <p>( ) Individual                      ( ) General Partnership          ( ) Association                  ( ) Limited Partnership          ( ) Other:                          (X) Corporation of: Delaware</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached:          ( ) Yes (X) No</p> <p>Additional name(s) and address(es) attached?          ( ) Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>(X) Assignment                    ( ) Security Agreement          ( ) Merger                        ( ) Change of Name          ( ) Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures)          December 21, 2009</p>	<p>4. Application number(s) or registration number(s):</p> <p>a. Trademark Application No(s):</p> <p>b. Trademark Registration No(s):          3121776; 3101987</p> <p>Additional numbers attached?          ( ) Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p><b>Customer No.</b> 20,995  <b>Address:</b> Knobbe, Martens, Olson &amp; Bear, LLP          2040 Main Street, 14<sup>th</sup> Floor          Irvine, CA 92614  <b>Return Fax:</b> (949) 760-9502  <b>Attorney's Docket No.:</b> SEDL.000GEN</p>	<p>6. Total number of applications and registrations involved:          2</p> <p>7. Total fee (37 CFR 1.21(h)): \$80          (X) Authorized to be charged to deposit account</p>
<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>	
<p>9. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.</p> <p>Stephen C. Jensen          Name of Person Signing                      <i>Stephen C. Jensen</i>          Signature                                      Date: <u>3/4/2010</u></p> <p>Total number of pages including cover sheet, attachments and document: 6</p>	

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Documents transmitted via Facsimile to be recorded with required cover sheet information to:

**Mail Stop Assignment Recordation Services**  
Director, U.S. Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450  
**Facsimile Number: (571) 273-0140**

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is made as of December 31, 2009 by Hospira, Inc., a Delaware corporation having a place of business at 275 N. Field Drive, Lake Forest, Illinois 60045 ("Assignor") to Sedline, Inc., a Delaware corporation, having a place of business at Sedline, Inc, 13766 Alton Parkway, Suite 143, Irvine, CA 92618 ("Assignee").

### RECITALS

A. Assignor and Assignee have entered into that certain Transfer Agreement, dated as of October 30, 2009, as amended by the Closing Agreement between Assignor and Assignee, dated as of the date hereof (the "Transfer Agreement"). Capitalized terms used but not defined herein shall have the meanings given to them in the Transfer Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Assigned Trademarks. Assignor hereby transfers, assigns and delivers to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the trademarks listed on Exhibit A attached hereto (the "Assigned Trademarks"), together with the ongoing business and goodwill symbolized by the Assigned Trademarks, as well as all rights to sue for and recover and retain past and future legal, injunctive or other equitable relief including damages, costs, expenses or attorneys' fees for infringement of the Assigned Trademarks, and any and all applications for registration, renewal registrations and applications for renewal registrations, extensions and foreign counterparts therefor or thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made.

2. Miscellaneous. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Transfer Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Transfer Agreement and the terms hereof, the terms of the Transfer Agreement shall prevail. Article 5 (Miscellaneous) of the Transfer Agreement is hereby incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment as of the day and year first written above.

\*HOSPIRA, INC.

SEDLINE, INC.

By: [Signature]  
Name: Ron Squarer  
Title: SVP. Global Marketing and Corporate Development

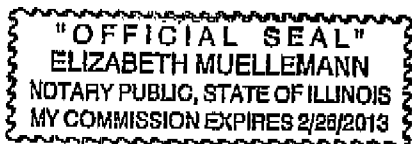
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\*Acknowledgement

State of ) ILLINOIS  
          )  
County of ) LAKE

On this 21 day of Dec., 2009, before me, Elizabeth Muellemann personally appeared Ron Squarer, \_\_\_\_\_ of Hospira, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



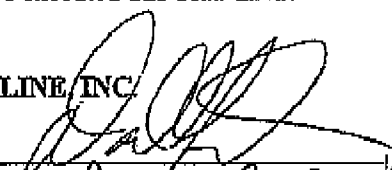
[Signature]  
Notary Public

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment as of the day and year first written above.

\*HOSPIRA, INC.

SEDLINE, INC.

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

By:   
Name: David F Goodman  
Title: PRESIDENT

\*Acknowledgement

State of        )  
                  )  
County of     )

On this \_\_\_ day of \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ of Hospira, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

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

**EXHIBIT A**

**Trademarks**

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SEDLine	3121776	July 25, 2006
SEDTrace	3101987	June 6, 2006