

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
Heartscape Technologies, Inc.		02/22/2010	CORPORATION: DELAWARE
Heartscape Technologies Ltd.		02/22/2010	Norther Ireland company limited by shares:
RECEIVING PARTY DATA			
Name:	Verathon Inc.		
Street Address:	20001 North Creek Parkway		
City:	Bothell		
State/Country:	WASHINGTON		
Postal Code:	98011		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78942055	PRIME CARDIOMETRICS	
Serial Number:	76416986	ELECTROCARDIOGRAPHY	
Serial Number:	75154290	PRIME ECG	
Serial Number:	78942040	PRIME CARDIOPOINT DYNAMICS	
Serial Number:	78942046	PRIME CARDIOKINETICS	
CORRESPONDENCE DATA			
Fax Number:	(206)359-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	206-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Sarah J. Taylor, Perkins Coie LLP		
Address Line 1:	1201 Third Avenue		
Address Line 2:	Suite 4800		
Address Line 4:	Seattle, WASHINGTON 98101		

CH \$140.00 78942055

ATTORNEY DOCKET NUMBER:	69541-4000
NAME OF SUBMITTER:	Sarah J. Taylor
Signature:	/Sarah J. Taylor/
Date:	03/12/2010
Total Attachments: 7 source=Intellectual Property Assignment Agreement#page1.tif source=Intellectual Property Assignment Agreement#page2.tif source=Intellectual Property Assignment Agreement#page3.tif source=Intellectual Property Assignment Agreement#page4.tif source=Intellectual Property Assignment Agreement#page5.tif source=Intellectual Property Assignment Agreement#page6.tif source=Intellectual Property Assignment Agreement#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT and the schedules attached hereto (this "Assignment"), dated February 22, 2010, is made and entered into by and among Heartscape Technologies, Inc., a Delaware corporation having an address at 9160 Rumsey Road, Suite B-8, Columbia, Maryland 21045 ("Parent"), Heartscape Technologies Ltd, a Northern Ireland company limited by shares and having an address at Balloo Drive Bangor BT19 7QY GB ("Heartscape Ltd" and together with Parent, the "Sellers"), and Verathon Inc., a Washington corporation having an address at 20001 North Creek Parkway, Bothell, Washington 98011 (the "Purchaser"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, by and among Parent, Heartscape Ltd and the Purchaser.

W I T N E S S E T H:

WHEREAS, in accordance with the terms of the Purchase Agreement, each Seller desires to assign all right, title and interest in and to all Intellectual Property of such Seller, including, without limitation, all items identified in Schedule A, Schedule B, Schedule C, and Schedule D attached hereto;

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Each Seller hereby assigns, transfers, and conveys to the Purchaser, its successors, assigns, and legal representatives, all right, title, and interest in and to all Intellectual Property of such Seller, including, without limitation:

(a) all United States of America, international, and foreign patents and applications therefor and all reissues, reexaminations, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, including, without limitation, all such items identified on Schedule A attached hereto;

(b) all inventions (whether patentable or not), invention disclosures, improvements, mask works, trade secrets, proprietary information, know-how, technology, technical data and customer lists, and all documentation relating to any of the foregoing throughout the world;

(c) all Software and works of authorship (whether copyrightable or not), all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto throughout the world, including, without limitation, all such items identified on Schedule B attached hereto;

(d) all industrial designs and any registrations and applications therefor throughout the world;

(e) all internet uniform resource locators, domain names, trade names, logos, slogans, designs, trade dress, common law trademarks and service marks; and trademark, service mark and trade dress registrations and applications therefor throughout the world, together with the goodwill of the business symbolized by any of the foregoing, including, without limitation, all such items identified on Schedule C and Schedule D attached hereto;

- (f) all databases and data collections and all rights therein throughout the world;
- (g) all moral and economic rights of authors and inventors, however denominated, throughout the world;
- (h) any similar or equivalent rights to any of the foregoing anywhere in the world;
- (i) the right to seek and hold registrations or patents for any of the foregoing in the Purchaser's own name throughout the world;
- (j) all rights to publish cautionary notices reserving ownership of any of the foregoing throughout the world; and
- (k) all rights to sue for and recover damages and profits, due or accrued, and other remedies in respect of any and all past, present, and future infringements or misappropriation of any of the foregoing, in perpetuity (or for the longest period of time otherwise permitted by law), free and clear of all Liens.

Each Seller hereby waives any claim available to such Seller under any theory of natural or moral rights or any right of attribution under the law of any jurisdiction with respect to any of the foregoing to the extent such waiver is recognizable under the law of such jurisdiction.

2. Further Assurances. Each Seller agrees that it will execute and deliver to the Purchaser any documents necessary to complete the timely transfer of the Intellectual Property to the Purchaser, including any papers for transferring the domain name registrations as required by any domain name registrar. In addition, each Seller agrees that it will, at the Purchaser's expense, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing, reissue, reexamination and other applications, make all assignments and rightful oaths, and generally do everything possible to aid the Purchaser, its successors, assigns, and nominees to obtain and enforce proper protection for the assigned Intellectual Property in all countries, and asserts that it will not execute any agreements inconsistent therewith.

3. Governing Law. This Assignment will be governed by and construed and enforced in accordance with the internal laws of the State of New York without reference to any choice of law rules that would result in the application of the laws of another jurisdiction.

4. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms hereof to produce or account for more than one (1) of such counterparts.

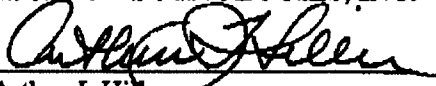
5. Relationship to Purchase Agreement. Except with respect to the second sentence of Section 2 of this Assignment, nothing contained in this Assignment will be deemed to supersede, modify, limit or amend any of the rights or obligations of the Sellers or the Purchaser under the Purchase Agreement, this Assignment being intended only to effect the assignment of the Intellectual Property of the Sellers, as contemplated in the Purchase Agreement.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

SELLERS:

HEARTSCAPE TECHNOLOGIES, INC.

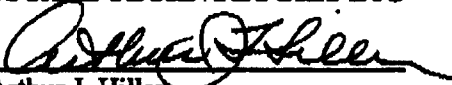
By: 

Name: Arthur J. Hiller

Title: Chief Executive Officer

Address: 9160 Rumsey Road, Suite B-8, Columbia, Maryland 21045

HEARTSCAPE TECHNOLOGIES LTD

By: 

Name: Arthur J. Hiller

Title: Director

By: _____

Name: Carl J. Rebert

Title: Director

Address: Balloo Drive Bangor BT19 7QY GB

PURCHASER:

VERATHON INC.

By: _____

Name: David B. Limer

Title: Vice President and Secretary

Address: 20001 North Creek Parkway, Bothell, Washington 98011

[Signature Page to Intellectual Property Assignment Agreement]

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SELLERS:

HEARTSCAPE TECHNOLOGIES, INC.

By: _____
Name: Arthur J. Hiller
Title: Chief Executive Officer
Address: 9160 Rumsey Road, Suite B-8, Columbia, Maryland 21045

HEARTSCAPE TECHNOLOGIES LTD

By: _____
Name: Arthur J. Hiller
Title: Director
By: Carl J. Rebert
Name: Carl J. Rebert
Title: Director
Address: Balloo Drive Bangor BT19 7QY GB

PURCHASER:

VERATHON INC.

By: _____
Name: David B. Liner
Title: Vice President and Secretary
Address: 20001 North Creek Parkway, Bothell, Washington 98011

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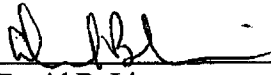
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VERATHON INC.

By:  _____
Name: David B. Liner
Title: Vice President and Secretary
Address: 20001 North Creek Parkway, Bothell, Washington 98011

[Signature Page to Intellectual Property Assignment Agreement]

Schedule C

Trademarks and Service Marks

U.S. Trademark Applications and Registrations

Serial Number	Registration Number	Trademark	Owner
78/942,055	N/A (pending application)	PRIME Cardiometrics	Heartscape Technologies, Inc.
76/416,986	3123935	Electrocardography	Heartscape Technologies, Inc.
75/154,290	2512908	PRIME ECG	Heartscape Technologies, Inc.
78/942,040	N/A (abandoned application)	PRIME Cardiopoint Dynamics	Heartscape Technologies, Inc.
78/942,046	N/A (abandoned application)	PRIME Cardiokinetics	Heartscape Technologies, Inc.

Common Law Trademark
HEARTSCAPE

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U.K. Trademark Application

Serial Number	Registration Number	Trademark	Owner
24530518	N/A (pending application)	PRIME Cardiometrics	Heartscape Technologies, Inc.