

**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
Viasys Holdings Inc.		09/29/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Rhinometrics A/S
Street Address:	Kongebakken 9
City:	Smorum
State/Country:	DENMARK
Postal Code:	DK-2765
Entity Type:	Aktieselskab: DENMARK

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	1901653	GRASON-STADLER
Registration Number:	1898780	GSI
Registration Number:	1914730	AUTO TYMP
Registration Number:	2776340	AUDIOSCREENER

**CORRESPONDENCE DATA**

Fax Number: (202)408-4400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-408-4000  
 Email: docketing@finnegan.com  
 Correspondent Name: B. Brett Heavner  
 Address Line 1: 901 New York Avenue, N.W.  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER:	09890.0999-00000
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**DOMESTIC REPRESENTATIVE**

**OP \$115.00 1901653**

Name: B. Brett Heavner  
Address Line 1: 901 New York Avenue, N.W.  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

NAME OF SUBMITTER:

B. Brett Heavner

Signature:

/B. Brett Heavner/

Date:

03/16/2010

Total Attachments: 4

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## ASSIGNMENT AND TRANSFER OF MARKS

### Recitals

A. CareFusion 209, Inc., Viasys Holdings, Inc., CareFusion 210, Inc., CareFusion 202, Inc. and CareFusion 206, Inc., each a Delaware corporation (together "Seller"), and Diagnostic Group LLC, a New Jersey liability company and Rhinometrics A/S, a limited liability company organized under the laws of Denmark (together, "Purchaser") have entered into a certain Asset Purchase Agreement dated September 11, 2009, as amended (the "Purchase Agreement"), whereby Seller agrees to sell, convey, transfer and assign, among other things, all right, title and interest in and to all trade names, registered and unregistered trademarks, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor used in connection with the Business (as such capitalized term is defined in the Purchase Agreement) (collectively, the "Marks") from Seller to Purchaser.

B. Seller owns Seller's Marks.

C. Purchaser desires to acquire all of the right, title and interest of Seller in, to and under the Marks, together with the goodwill of the business symbolized by the Marks.

### Agreement

NOW, THEREFORE, for good and valuable consideration described in the Purchase Agreement, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Seller hereby irrevocably contributes, sells, assigns, transfers and conveys unto Purchaser, effective as of 12:01 a.m. Pacific Time on October 1, 2009 (the "Effective Time"), all of its right, title and interest in and to the Marks, and to the applications and/or registrations for the Marks, together with the goodwill of the business symbolized by the Marks and the portion of the business of Seller to which the Marks pertain, including all renewal rights therein; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing), and any and all other rights and interests arising out of, in connection with or in relation to the Marks.

Seller authorizes and requests the trademark officials in the United States and in any and all foreign jurisdictions to register any and all Marks and foreign counterparts or equivalents thereof in the name of Rhinometrics A/S, as assignee of the entire interest of Seller therein, and represents and warrants that Seller has full right to convey the entire interest herein assigned and that Seller has not executed and will not execute any agreements in conflict herewith.

Seller further agrees, for itself, its successors and its assigns, to execute such further documents and to perform such further lawful acts as may reasonably be required to effectuate this assignment.

Seller and Purchaser acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be

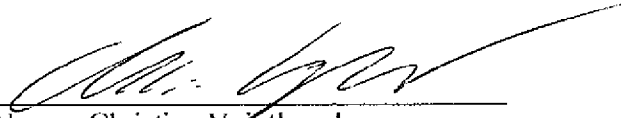
superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

**[Signature pages follow]**

IN WITNESS WHEREOF, Seller has duly executed this Assignment and Transfer of Marks, effective as of the Effective Time.

**SELLER:**

CAREFUSION 209, INC.  
CAREFUSION 210, INC.  
VIASYS HOLDINGS, INC.  
CAREFUSION 202, INC.  
CAREFUSION 206, INC.  
each a Delaware corporation

By:   
Name: Christian Voigtlaender  
Title: SVP, Strategy and Innovation

State of California  
County of San Diego)

On Sept. 29, 2009<sup>MCN</sup>, 2009, before me, Maria C. Newman, Notary Public, personally appeared Christian Voigtlaender, SVP, Strategy and Innovation, who 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 capacities, and that by his signature on the instrument the entities upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

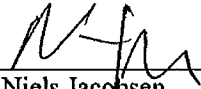
Signature Maria C. Newman



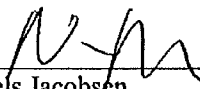
**ACKNOWLEDGED AND AGREED BY:**

**PURCHASER:**

DIAGNOSTIC GROUP LLC,  
a New Jersey limited liability company  
By: Oticon Inc., as sole member

By:  \_\_\_\_\_  
Name: Niels Jacobsen  
Title: Chairman of the Board

RHINOMETRICS A/S,  
a Danish limited liability company

By:  \_\_\_\_\_  
Name: Niels Jacobsen  
Title: Chairman of the Board

Assignment and Transfer of Marks Signature Page