

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
Trimline Medical Products Corporation		04/26/2010	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Welch Allyn, Inc.
Street Address:	4341 State Street Road
City:	Skaneateles Falls
State/Country:	NEW YORK
Postal Code:	13153-0220
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	0915533	PRE-GAGED
Registration Number:	1173047	TRAVEL SPHYG
Registration Number:	3205316	TEMPA-KUFF
Registration Number:	1963466	BALANCED
Registration Number:	2635127	BAINBRIDGE
Registration Number:	2635126	OMNI-KUFF
Registration Number:	2635125	KUFF-LINK
Registration Number:	2639397	UNIVERSAL CONNECTIVITY
Registration Number:	3203712	SAFESEAL
Registration Number:	3201179	GELSEAL
Registration Number:	3583011	PURETONE
Registration Number:	3583020	SYMPHONY

CORRESPONDENCE DATA

900161877

**TRADEMARK
 REEL: 004203 FRAME: 0712**

OP \$315.00 0915533

Fax Number: (315)685-4496

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: roger.bonenfant@welchallyn.com

Correspondent Name: Welch Allyn Inc.

Address Line 1: 4341 State Street Road

Address Line 4: Skaneateles Falls, NEW YORK 13153-0220

NAME OF SUBMITTER:	Roger P. Bonenfant
Signature:	/Roger P. Bonenfant/
Date:	05/11/2010

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into, as of April 26, 2010, by and between Welch Allyn, Inc., a New York corporation ("Buyer") and TRIMLINE Medical Products Corporation, a New Jersey corporation ("Seller") (each a "Party," and collectively, the "Parties").

WHEREAS, reference is made to that certain Asset Purchase and Sale Agreement, dated as of the date hereof, between the Parties hereto (the "Purchase Agreement");

WHEREAS, in connection with the transactions contemplated under the Purchase Agreement, the Parties have agreed to enter into this Assignment for the purposes of recording with the United States Patent and Trademark Office, and other applicable registries throughout the world, the assignment of certain trademarks, including trademark registrations and applications, from Seller to Buyer in connection with such transaction.

NOW THEREFORE, subject to, and incorporating, the terms and conditions set forth in the Purchase Agreement, including the consideration set forth therein, the Parties agree as follows:

1. Seller hereby sells, assigns, conveys, transfers and delivers to Buyer all of Seller's right, title and interest in and to the trademarks, trademark registrations and applications set forth on Exhibit A attached hereto (collectively, together with all foreign counterparts thereof, all renewals and extensions of thereof, all rights of priority throughout the world arising therefrom, all of the goodwill associated therewith, and all rights to sue and obtain damages and equitable relief for past, present and future infringement, dilution or violation thereof or unfair competition therewith, the "Assigned Trademarks").

2. Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue any pending trademark applications included in the Assigned Trademarks to Buyer, its successors, legal representatives and assigns, in accordance with the terms of this Assignment.

3. Upon the request of Buyer, Seller agrees that it will timely communicate to Buyer, its successors, legal representatives and assigns, any facts known to them with respect to the inventions disclosed in Assigned Trademarks, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything commercially reasonable to aid timely Buyer, its successors, legal representatives and assigns, to obtain and enforce proper protection for the Assigned Trademarks in the United States and other jurisdictions throughout the world.

4. Buyer agrees to compensate Seller for any reasonable and necessary out of pocket expenses incurred by Seller to comply with any such request. In addition, to the extent that any such request (other than due execution and delivery of documents and other ministerial actions) is made after four months from the date hereof, Buyer shall provide reasonable compensation to Seller, commensurate with the time and effort required, to comply with such request; provided, however, nothing in this sentence shall obligate Buyer to compensate Seller for (i) updating the chain of title or other gaps or defects in title with respect to the Assigned Trademarks, including the defects disclosed on Schedule 3.10 of the Purchase Agreement (other than the assignment of title hereunder), (ii) the execution of any affidavits or other documents necessary to maintain or prosecute any of the Assigned Trademarks, or (iii) any actions necessary to comply with Seller's indemnification obligations in the Purchase Agreement. Nothing in this Assignment is intended to (nor shall it serve to) amend, expand, reduce, supplement or supersede Seller's applicable indemnifications obligations pursuant to Article IX of the Purchase Agreement.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

Welch Allyn, Inc.

TRIMLINE Medical Products Corporation

By: *Julie L. Shimer*
Name: *Julie A. Shimer*
Title: *President + CEO*

By: _____
Name:
Title:


[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

Welch Allyn, Inc.

By: _____
Name:
Title:

TRIMLINE Medical Products Corporation

By: 
Name: *Richard F. Jacobson*
Title: *President*

[Signature Page to Trademark Assignment]

Exhibit A

Mark	Registration/Serial No.
PRE-GAGED	0915533
TRAVEL SPHYG	1173047
TEMPA-KUFF	3205316
BALANCED	1963466
BAINBRIDGE	2635127
OMNI-KUFF	2635126
KUFF-LINK	2635125
UNIVERSAL CONNECTIVITY	2639397
SAFESEAL	3203712
GELSEAL	3201179
PURETONE	3583011
SYMPHONY	3583020
AEVIS	N/A
ENR	N/A
TI-LITE	N/A
COMFORTTONE	N/A
BAINBRIDGE (SCOPES)	N/A
HUMMER	N/A
TRIMLINE	N/A
HADER	N/A
THE PERFECT BALANCE	N/A
ECHO*	N/A
ECHO PLUS*	N/A
RUB THE TUBE	N/A
GELSEAL EARTIPS	N/A
ANTI-SLIP	N/A
MERC-LOC OMNI-CUFF	N/A
UNIVERSALLY CONNECTIBLE	N/A

*Licensed pursuant to that certain Trademark License Agreement by and between Trimline Medical Products Corporation and Doctor's Research Group dated May 9, 2005.