

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HOSPIRA, INC.		08/31/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	ICU MEDICAL, INC.
<b>Street Address:</b>	951 Calle Amanecer
<b>City:</b>	San Clemente
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92673
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	1592880	ACCUDYNAMIC
Registration Number:	1186564	INTRALOCK
Registration Number:	1119970	OPTICATH
Registration Number:	3708696	OPTI Q
Registration Number:	1122275	OXIMETRIX
Registration Number:	3165344	TDQ
Registration Number:	3222128	TDQ
Registration Number:	1316487	THERMOJECT
Registration Number:	1524349	THERMOSET
Registration Number:	3663547	TORQUE-LINE
Registration Number:	1317913	TRANSPAC

**CORRESPONDENCE DATA**

Fax Number: (949)760-9502  
 Phone: (949) 760-0404

**900202626**

**TRADEMARK  
 REEL: 004627 FRAME: 0142**

**OP \$290.00 1592880**

Email: efileing@kmob.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Knobbe, Martens, Olson & Bear LLP

Address Line 1: 2040 Main Street

Address Line 2: 14th Floor

Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	ICUMM4.003T
NAME OF SUBMITTER:	Gregory B. Phillips
Signature:	/gregory phillips/
Date:	09/21/2011

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is made as of August 31, 2009, by Hospira, Inc., a Delaware corporation having a place of business at 275 N. Field Drive, Lake Forest, Illinois 60045 ("Assignor") to ICU Medical, Inc., a Delaware corporation having a place of business at 951 Calle Amanecer, San Clemente, CA 92673 ("Assignee").

### RECITALS

A. Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of July 8, 2009 (the "APA"). Capitalized terms used but not defined herein shall have the meanings given to them in the APA.

B. This Trademark Assignment is contemplated by the APA's Closing Agenda.

### 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. Terms of the APA. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the APA 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 APA and the terms hereof, the terms of the APA shall prevail.

3. Miscellaneous. Article 10 (Miscellaneous) of the APA 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.

ICU MEDICAL, INC.

By: [Signature]  
Name: Brian R. Woodworth  
Title: VP, Patents & Trademarks, Assistant Secretary

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

WITNESS to signature by  
Hospira, Inc.

WITNESS to signature by  
ICU Medical, Inc.

By: [Signature]  
Name: MICHAEL B JOHANNESSEN

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

\*Acknowledgement

State of )  
          )  
County of )

On this 28 day of August, 2009 before me, Robin S. Evans, personally appeared Brian Woodworth, Asst. Sec 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.**

**ICU MEDICAL, INC.**

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

By: Scott Lamb  
Name: Scott Lamb  
Title: CFO

WITNESS to signature by  
Hospira, Inc.

WITNESS to signature by  
ICU Medical, Inc.

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

By: Lynn Ehrhart  
Name: Lynn Ehrhart

**\*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**

Mark	Jurisdiction	Class#	CurReg#
ACCUDYNAMIC	Argentina	10	1497549
ACCUDYNAMIC	Canada	10	261776
ACCUDYNAMIC	United States	10	1592880
ACCUDYNAMIC	Colombia	10	169332
ACCUDYNAMIC	Benelux	10	371335
ACCUDYNAMIC	France	20	1636177
ACCUDYNAMIC	Germany	10	1021048
ACCUDYNAMIC	Israel	10	52164
ACCUDYNAMIC	Italy	10	439156
ACCUDYNAMIC	Japan	10	1710705
ACCUDYNAMIC	Japan	10	2108508
ACCUDYNAMIC	Malaysia	10	M90752
ACCUDYNAMIC	New Zealand	10	137154
ACCUDYNAMIC	Russia	10	70486
ACCUDYNAMIC	Spain	10	965128
ACCUDYNAMIC	Sweden	10	177378
HEMOMETRIX	Benelux	10	493689
HEMOMETRIX	Great Britain	10	1458610
HEMOMETRIX	Australia	10	552239
HEMOMETRIX	France	10	1651036
INTRAFLO	Australia	10	356508
INTRAFLO	Austria	10	96788
INTRAFLO	Benelux	10	372236
INTRAFLO	Egypt	10	59011
INTRAFLO	Great Britain	10	B1147767
INTRAFLO	Finland	10	87550
INTRAFLO	France	10	1636178
INTRAFLO	Germany	10	1040193
INTRAFLO	Greece	10	69092
INTRAFLO	Ireland	10	B103610
INTRAFLO	Israel	10	52157
INTRAFLO	Italy	10	439150
INTRAFLO	Japan	10	1276832
INTRAFLO	Korea, South	10	79795
INTRAFLO	Malaysia	10	M/90747
INTRAFLO	New Zealand	10	B137148
INTRAFLO	Norway	10	110785
INTRAFLO	Philippines	10	37882
INTRAFLO	South Africa	10	81/3344
INTRAFLO	Spain	10	965122
INTRAFLO	Sweden	10	183893
INTRAFLO	Switzerland	10	P313399
INTRAFLO	Argentina	10	1497545
INTRAFLO	Brazil	10	810082535

INTRAFLO	Canada	10	TMA185277
INTRAFLO	Chile	10	633237
INTRAFLO	Dominican Republic	10	32624
INTRAFLO	El Salvador	10	8BOOK98
INTRAFLO	Uruguay	10	338340
INTRAFLO	United States	10	921198
INTRAFLO	Colombia	10	149979
INTRAFLO	Slovenia	10	9570075
INTRALOCK	United States	10	1106680
INTRALOCK	Spain	10	1186564
OPTICATH	Canada	10	TMA271924
OPTICATH	Benelux	10	375863
OPTICATH	Great Britain	10	B1159282
OPTICATH	France	10	1676108
OPTICATH	Germany	10	1030962
OPTICATH	Japan	10	2212123
OPTICATH	United States	10	1119970
OPTICATH	Mexico	10	413369
OPTICATH	Japan	10	3087465
OPTICATH	Spain	10	1982152
OPTICATH	Russia	10	164838
OPTICATH	Brazil	10	xxxx
OPTI Q	United States	10	xxxx
OPTIQ with Katakana	Japan	10	4096239
OPTIQ in Katakana	Japan	10	4305349
OPTIQ	Spain	10	2374761
OXIMETRIX	Austria	10	510932
OXIMETRIX	Italy	10	510932
OXIMETRIX	Switzerland	10	352017
OXIMETRIX	Japan	10	1712344
OXIMETRIX	Denmark	10	897/1989
OXIMETRIX	Germany	10	1107106
OXIMETRIX	Hong Kong	10	1988B1853
OXIMETRIX	Taiwan	10	377482
OXIMETRIX	Benelux	10	375868
OXIMETRIX	Great Britain	10	B1159283
OXIMETRIX	France	10	1676109
OXIMETRIX	Poland	10	63858
OXIMETRIX	United States	10	1122275
OXIMETRIX	Argentina	10	1373969
OXIMETRIX	Mexico	10	413370
OXIMETRIX	Japan	10	3087466
OXIMETRIX	Thailand	10	KOR32485
OXIMETRIX	Russia	10	164100
OXIMETRIX	Brazil	10	820462675

SAFESET	Spain	10	1806978
TDQ	Japan	10	4369745
TDQ	United States	10	3165344
TDQ	United States	10	3222128
THERMOJECT	United States	5	1316487
THERMOSET	Australia	10	477360
THERMOSET	United States	10	1524349
THERMOSET	Spain	10	1806977
TORQUE LINE	United States	10	xxxx
TRANSPAC	Australia	10	458322
TRANSPAC	Denmark	10	4002/1990
TRANSPAC	Great Britain	9	1298434
TRANSPAC	Hong Kong	10	1988B3637
TRANSPAC w/Katakana	Japan	10	2022927
TRANSPAC	Singapore	10	367/87
TRANSPAC	Sweden	10	211140
TRANSPAC	Canada		TMA336427
TRANSPAC	United States	10	1317913
TRANSPAC	Colombia	10	137487
TRANSPAC	Thailand	10	KOR32609
TRANSPAC	Ecuador	10	4711/97
TRANSPAC	China P.R.	10	1219336
TRANSPAC IN CHINESE	China P.R.	10	1219343
TRANSPAC	India	10	1286417