

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/01/2011

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NeuroCom International, Inc.		12/16/2010	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	Natus Medical Incorporated
Street Address:	1501 Industrial Road
City:	San Carlos
State/Country:	CALIFORNIA
Postal Code:	94070
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1446204	EQUITEST
Registration Number:	1524355	
Registration Number:	1525362	BALANCE MASTER
Registration Number:	1530722	NEUROCOM
Registration Number:	2539491	A WORLD ON BALANCE
Registration Number:	2624712	SETTING THE STANDARD IN BALANCE AND MOBILITY
Registration Number:	2698564	SETTING THE STANDARD IN BALANCE AND MOBILITY
Registration Number:	2785646	EQUITEST
Registration Number:	2864120	
Registration Number:	2880708	D.A.T.A
Registration Number:	3299729	BALANCE MANAGER

CORRESPONDENCE DATA

900203551

**TRADEMARK
 REEL: 004634 FRAME: 0346**

OP \$290.00 1446204

Fax Number: (530)750-3793
Phone: 5307503661
Email: mathew@temmermanlaw.com

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

Correspondent Name: Mathew J. Temmerman
Address Line 1: 423 E Street
Address Line 4: Davis, CALIFORNIA 95616

ATTORNEY DOCKET NUMBER:	103.000
NAME OF SUBMITTER:	Mathew J. Temmerman
Signature:	/Mathew J Temmerman/
Date:	09/30/2011

Total Attachments: 7

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Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"NEUROCOM INTERNATIONAL, INC.", AN OREGON CORPORATION, WITH AND INTO "NATUS MEDICAL INCORPORATED" UNDER THE NAME OF "NATUS MEDICAL INCORPORATED", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTIETH DAY OF DECEMBER, A.D. 2010, AT 6:19 O'CLOCK P.M.


AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE FIRST DAY OF JANUARY, A.D. 2011, AT 12:01 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3262636 8100M

101212996




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8466530

DATE: 01-03-11

You may verify this certificate online
at corp.delaware.gov/authver.shtml

TRADEMARK
REEL: 004634 FRAME: 0348

**CERTIFICATE OF OWNERSHIP
MERGING
NEUROCOM INTERNATIONAL, INC.
(an Oregon corporation)
INTO
NATUS MEDICAL INCORPORATED
(a Delaware corporation)**

Pursuant to Section 253 of the General Corporation Law of the State of Delaware

James B. Hawkins and Steven J. Murphy hereby certify that:

1. They are the President and Assistant Secretary, respectively, of Natus Medical Incorporated, a Delaware corporation (the "*Company*"), the surviving corporation in the merger.
2. The Company owns all of the outstanding shares of the capital stock of NeuroCom International, Inc., an Oregon corporation ("*NeuroCom*").
3. The Board of Directors of the Company approved and adopted the following resolutions by written consent without a meeting effective December 16, 2010:

WHEREAS, the Board has determined that it is desirable and in the Company's best interests to merge NeuroCom International, Inc., an Oregon corporation and wholly owned subsidiary of the Company ("*NeuroCom*"), with and into the Company (the "*Merger*") to obtain all of NeuroCom's assets and to simplify the Company's corporate, contract administration and accounting structure; and

WHEREAS, the terms and conditions of the Merger are set forth in a Plan of Merger (the "*Plan*"), a copy of which is attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, that, effective January 1, 2011, NeuroCom shall be merged with and into the Company in a transaction intended to qualify as a reorganization under Section 368 of the Internal Revenue Code of 1986, as amended.

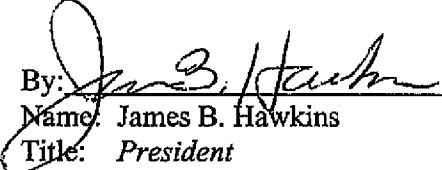
RESOLVED FURTHER, that the Merger and the Plan are hereby approved, and that pursuant to Section 253 of the Delaware General Corporation Law and Section 60.501 of the Oregon Business Corporation Act, the Company shall merge NeuroCom with and into the Company, with the Company being the surviving corporation of such Merger, and upon the effectiveness of such Merger the Company will acquire all the assets and properties and assume all of the liabilities and obligations of NeuroCom.

RESOLVED FURTHER, that the officers of the Company, and each of them acting without the others, are hereby authorized and directed to take such further actions, and to execute and deliver such further documents, as they may deem to be necessary, advisable or appropriate to carry into effect the purposes and intent of the foregoing resolutions.

4. The Merger of NeuroCom with and into the Company is to become effective as of 12:01 am Pacific Time on January 1, 2011.

[Signature Page Follows]

IN WITNESS WHEREOF, Natus Medical Incorporated has caused this Certificate of Ownership to be signed by its duly authorized officers this 10 day of December, 2010.

By: 
Name: James B. Hawkins
Title: *President*


By: 
Name: Steven J. Murphy
Title: *Assistant Secretary*

EXHIBIT A

PLAN OF MERGER

THIS PLAN OF MERGER (this "*Merger Agreement*") is entered into as of January 1, 2011, by and between Natus Medical Incorporated, a Delaware corporation ("*Natus*") and NeuroCom International, Inc., an Oregon corporation and wholly owned subsidiary of Natus ("*NeuroCom*"). NeuroCom and Natus are hereinafter sometimes collectively referred to as the "*Constituent Corporations*."

RECITALS

- A. NeuroCom is a wholly owned subsidiary of Natus.
- B. The respective boards of directors of NeuroCom and Natus deem it advisable and to the best interests of each of the Constituent Corporations that NeuroCom merge with and into Natus upon the terms and subject to the conditions set forth in this Merger Agreement.
- C. The boards of directors of each of the Constituent Corporations have approved this Merger Agreement.

NOW, THEREFORE, the parties do hereby adopt the plan of merger set forth in this Merger Agreement and do hereby agree that NeuroCom shall merge with and into Natus on the following terms, conditions and other provisions:

1. **Merger and Effective Time.** At the Effective Time (as defined below), NeuroCom shall be merged with and into Natus (the "*Merger*"), and Natus shall be the surviving corporation of the Merger (the "*Surviving Corporation*"). The Merger shall become effective at 12:00 a.m. pacific time on January 1, 2011 (the "*Effective Time*").

2. **Effect of Merger.** At the Effective Time, the separate corporate existence of NeuroCom shall cease; the corporate identity, existence, powers, rights and immunities of Natus as the Surviving Corporation shall continue unimpaired by the Merger; and Natus shall succeed to and shall possess all the assets, properties, rights, privileges, powers, franchises, immunities and purposes, and be subject to all the debts, liabilities, obligations, restrictions and duties of NeuroCom, all without further act or deed.

3. **Cancellation of Shares of NeuroCom.** At the Effective Time, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders, all of the previously issued and outstanding shares of NeuroCom common stock that were issued and outstanding immediately prior to the Effective Time shall be automatically canceled without consideration.

4. **Abandonment.** At any time before the Effective Time, this Merger Agreement may be terminated and the Merger abandoned by the board of directors of NeuroCom or Natus.

5. **Further Assurances.** From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of NeuroCom such deeds, assignments and other instruments, and there shall be taken or caused to be taken by it all such further action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of NeuroCom, and otherwise to carry out the purposes of this Merger Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name of and on behalf of NeuroCom, or otherwise, to take any and all such actions and to execute and deliver any and all such deeds and other instruments as may be necessary or appropriate to accomplish the foregoing.

6. **Amendment.** At any time before the Effective Time, this Merger Agreement may be amended, modified or supplemented by the boards of directors of the Constituent Corporations.

7. **Tax-Free Reorganization.** The Merger is intended to be a tax-free plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended.

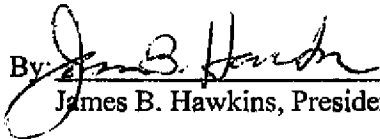
8. **Governing Law.** This Merger Agreement shall be governed by and construed under the internal laws of the State of Delaware without giving effect to that body of laws pertaining to conflict of laws.

9. **Counterparts.** In order to facilitate the filing and recording of this Merger Agreement, it may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

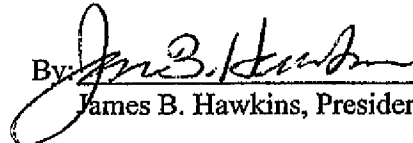
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IN WITNESS WHEREOF, the parties hereto have caused this Plan of Merger to be duly executed on the date and year first above written.

NATUS MEDICAL INCORPORATED
a Delaware corporation

By: 
James B. Hawkins, President

NEUROCOM INTERNATIONAL, INC.
an Oregon corporation

By: 
James B. Hawkins, President