

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CareFusion 2200, Inc. | | 03/28/2011 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | OnSite Services Co. | | |
| Street Address: | 1650 Research Drive | | |
| City: | Troy | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48083 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3407064 | ONSITE | |
| Registration Number: | 1286429 | ONSITE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (312)977-4405 | | |
| Phone: | 3129774400 | | |
| Email: | ipdocket@uhl.w.com | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Correspondent Name: | Bryan P. Sugar c/o Ungaretti & Harris LL | | |
| Address Line 1: | 70 West Madison Street | | |
| Address Line 2: | Suite 3500, Attn.: IP TM Docket | | |
| Address Line 4: | Chicago, ILLINOIS 60602-4224 | | |
| ATTORNEY DOCKET NUMBER: | 1004854-0001 | | |
| NAME OF SUBMITTER: | Bryan P. Sugar | | |
| Signature: | /Bryan P. Sugar/ | | |

CH \$65.00 3407064

Date:

10/06/2011

Total Attachments: 5

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ASSIGNMENT OF SERVICE MARKS

March 28, 2011

This Assignment of Service Marks is from CareFusion 2200, Inc., a Delaware corporation with its principal place of business at 3750 Torrey View Court, San Diego, California 92130, USA (the "Assignor") to OnSite Services Co., a Delaware corporation with its principal place of business at 1650 Research Drive, Troy, Michigan 48083, USA (the "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of January 6, 2011 (the "Purchase Agreement"), pursuant to which Assignee has purchased substantially all of the assets of Assignor's OnSite Services business unit;

WHEREAS, Assignor is the owner of the registered service marks identified on Exhibit A (the "Marks"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign the Marks to Assignee, and this Assignment of Service Marks ("Assignment") is contemplated by Section 2.5(c) of the Purchase Agreement;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, convey and deliver to Assignee, and the Assignee does hereby receive, acquire and accept, all of the Assignor's right, title and interest in and to the Marks, including all claims for damages by reason of past, present or future infringement, and all causes of action with respect to or arising out of the use of the Marks, all past, present and future applications and registrations therefor and extensions and renewals thereof together with all of the business and goodwill associated with the Marks, and all other rights corresponding with the foregoing throughout the world.

Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable state government or foreign countries, to record Assignee as the assignee and owner of the Marks registered in the corresponding jurisdiction. Assignor hereby agrees to execute any papers, provide any information and testify in any litigation at the request of Assignee, its successors, assigns and legal representatives, when reasonably requested by Assignee, its successors', assigns' and legal representatives' necessary to vest and secure full enjoyment, protection, enforcement and title in and to the Marks, provided that Assignee shall compensate Assignor for the time and expense associated with giving any such testimony.

Assignor furthermore agrees upon request of Assignee, its successors, assigns or legal representatives, and without further remuneration, to execute any and all papers desired by said

Assignee, its successors, assigns and legal representatives, for the perfecting of title to the Marks in said Assignee, its successors, assigns and legal representatives.

Assignor hereby grants Assignee's legal representatives the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the recordation rules of the trademark office in which this Assignment is recorded.

In the event that, and only to the extent that: (i) any provision of this Assignment violates the applicable law of any country or jurisdiction in which this Assignment is recorded, registered or asserted for legal purposes; or (ii) any court of competent jurisdiction adjudges any provision of this Assignment to be invalid or unenforceable, such violation or judgment shall not affect, impair or otherwise invalidate the remainder of this Assignment in such country or jurisdiction, but shall be confined in its operation to the specific provision of this Assignment which gave rise to such violation or judgment.

This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign either this Assignment or any of its rights, interests, or obligations hereunder without the prior written approval of the other party; provided, however, that (i) either party may assign its interest in this Assignment to a successor in interest incident to a merger or consolidation, or a sale or transfer of substantially all of its assets or business and (ii) Assignee may assign any or all of its rights and interests hereunder to one or more of its Affiliates (as defined in the Purchase Agreement) and to any Person or Persons (as such terms are defined in the Purchase Agreement) from whom it has borrowed money. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of its conflict of laws principles). This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same Assignment.


[Signatures appear on the following page]

SIGNED, SEALED AND DELIVERED by Assignor as of the date set forth above.

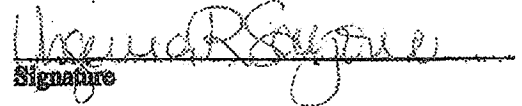
Assignor:

Notary/Witness:

CAREFUSION 2200, INC.

VIVEK JAIN
Printed Name

Signature (SEAL)
PRESIDENT
Title

On the date set forth above, before me personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his/her name hereto.

Vicinia R. Sanzone
Printed Name

Signature

[ASSIGNOR'S SIGNATURE PAGE TO ASSIGNMENT OF SERVICE MARKS]

SIGNED, SEALED AND DELIVERED by Assignee as of the date set forth above.

Assignee:

Notary/Witness:

ONSITE SERVICES CO.

On the date set forth above, before me personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his/her name hereto.

DENNIS STREPPA
Printed Name

X [Signature] (SEAL)
Signature

Pres/CEO
Title

JASON T. MOUNT
Printed Name

[Signature]
Signature

[ASSIGNEE'S SIGNATURE PAGE TO ASSIGNMENT OF SERVICE MARKS]



EXHIBIT A

U.S. Registered Marks

| Mark | Jurisdiction | Serial Number | Registration Number |
|--------|--------------|---------------|---------------------|
| ONSITE | USA | 78/835,639 | 3,407,064 |
| ONSITE | USA | 73/392,482 | 1,286,429 |