

## 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
CareFusion 303, Inc.		06/27/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CareFusion 209, Inc.		
Street Address:	3750 Torrey View Court		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92130		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4069376	NICOLET	
Registration Number:	3888620	NICOLET ELITE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	tally.george@bakermckenzie.com, colleen.brennan@bakermckenzie.com		
Correspondent Name:	M. Tally George		
Address Line 1:	300 East Randolph Street, Suite 5000		
Address Line 2:	Baker & McKenzie LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	39245456-000014		
NAME OF SUBMITTER:	M. Tally George		
Signature:	/m. tally george/		

CH \$65.00 4069376

Date:

06/28/2012

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (this “**Agreement**”) is entered into as of June 27, 2012, by and between CareFusion 303, Inc., a Delaware corporation having its place of business at 3750 Torrey View Court, San Diego, California 92130 (the “**Assignor**”), and CareFusion 209, Inc., a Delaware corporation having its place of business at 3750 Torrey View Court, San Diego, California 92130 (the “**Assignee**”).

WHEREAS, the Assignor is the legal owner of the trademarks listed on Schedule A attached hereto (the “**Trademarks**”);

WHEREAS, the Assignor wishes to assign the Trademarks to the Assignee and the Assignee wishes to accept the assignment of the Trademarks in order to align the legal ownership of the Trademarks with the beneficial ownership thereof;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The Assignor does hereby assign unto the Assignee, all right, including common law rights, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by said Trademarks and applications and registrations thereof. To the extent any of the Trademarks may be registered in jurisdictions in addition to those provided on Schedule A, the Assignor hereby assigns such rights to the Assignee.

2. The Assignee hereby accepts the assignments provided in paragraph 1 above.

3. The internal laws of the State of Delaware (without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any other jurisdiction) govern all matters arising out of or relating to this Agreement and the transactions contemplated by this Agreement, including its validity, interpretation, construction, performance and enforcement and any disputes or controversies arising therefrom or related thereto.

[Signatures page follows]

Signed at Chicago, Illinois, this 27th day of June, 2012.

**CareFusion 303, Inc.**

By: Virginia Sanzone  
Name: Virginia Sanzone  
Title: Vice President, Associate General Counsel,  
Mergers & Acquisitions

**CareFusion 209, Inc.**

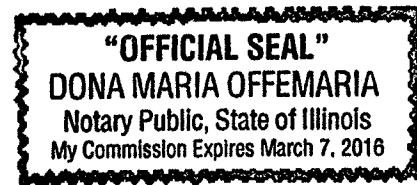
By: Virginia Sanzone  
Name: Virginia Sanzone  
Title: Vice President, Associate General Counsel,  
Mergers & Acquisitions

State of Illinois  
County of Cook

This instrument was acknowledged before me on June 27, 2012 by Virginia Sanzone as Vice President, Associate General Counsel, Mergers & Acquisitions of each of CareFusion 303, Inc. and CareFusion 209, Inc.

Donna Maria Offemaria  
(Signature of Notary Public)

(Seal)



**Schedule A**

**Trademarks**

<b><u>Country</u></b>	<b><u>Mark</u></b>	<b><u>Serial #</u></b>	<b><u>Filing Date</u></b>	<b><u>Reg. #</u></b>	<b><u>Reg. Date</u></b>
US	NICOLET	85/039,867	17-May-10	4069376	13-Dec-11
US	NICOLET ELITE	77/819,179	3-Sep-09	3888620	14-Dec-10