

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 209, INC.		04/20/2012	CORPORATION: DELAWARE
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: 4			
Property Type	Number	Word Mark	
Registration Number:	3888620	NICOLET ELITE	
Registration Number:	4069376	NICOLET	
Registration Number:	2703203	VERSALAB	
Registration Number:	2267765	STETHODOP	
CORRESPONDENCE DATA			
Fax Number:	5307503793		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5307503661		
Email:	mathew@temmermanlaw.com		
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		

OP \$115.00 3888620

TRADEMARK

Signature:	/Mathew J. Temmerman/
Date:	01/30/2013
Total Attachments: 4 source=120420 APA 103.587#page1.tif source=120420 APA 103.587#page2.tif source=120420 APA 103.587#page3.tif source=120420 APA 103.587#page4.tif	

SHARE AND ASSET PURCHASE AGREEMENT

by and between

CareFusion 303, Inc.,

CareFusion 2200, Inc.

and

Natus Medical Incorporated

April 20, 2012

SHARE AND ASSET PURCHASE AGREEMENT

This Share and Asset Purchase Agreement (the "Agreement") is made as of April 20, 2012, by and between CareFusion 303, Inc., a Delaware corporation ("CFN 303"), and CareFusion 2200, Inc., a Delaware corporation ("CFN 2200", and together with CFN 303, the "Sellers"), and Natus Medical Incorporated, a Delaware corporation (the "Purchaser").

The Sellers, either directly or through certain of their Affiliates (as defined below), including the Acquired Companies (as defined below), are engaged in the Business (as defined below). This Agreement contemplates the sale and transfer to the Purchaser of certain of the assets and liabilities relating to the Business, including the shares or other equity securities of the Acquired Companies.

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual provisions set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS AND CONSTRUCTION

Section 1.1 Definitions. For the purposes of this Agreement and the Ancillary Agreements:

"Accounts Payable" means all current trade accounts payable and other payment obligations to suppliers of the Acquired Companies (whether relating to the Business or any other business) and the obligation in respect of all security for such accounts and payment obligations, including all trade accounts payable representing amounts payable in respect of goods shipped or products sold or services rendered, and any obligations or Liability related to any of the foregoing, except for the Intercompany Payables.

"Accounts Receivable" means all notes and accounts receivable, including all trade accounts receivable and other rights to payment, from customers of the Acquired Companies (whether relating to the Business or any other business) and the full benefit of all security for such accounts or rights to payment, except for the Intercompany Receivables.

"Acquired Companies" means, collectively, CareFusion U.K. 240 Limited, CareFusion Manufacturing Ireland 241 Limited and CareFusion 209, Inc.

"Acquired Company Intellectual Property" means any Intellectual Property used primarily in the operation of the Business as presently conducted by the Acquired Companies.

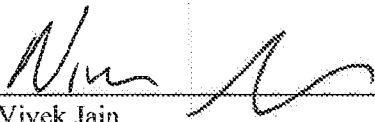
"Acquired Software" means those items listed in Section 1.1(a) of the Seller Disclosure Schedule.

"Affiliate" means, with respect to a specified Person, a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the specified Person. For purposes of this definition, the term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

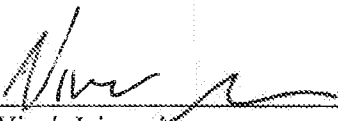
"Affiliated Group" means a group of corporations with which any Acquired Company has filed consolidated, combined, unitary or similar Tax Returns.

The parties have executed and delivered this Agreement as of the date indicated in the first sentence of this Agreement.

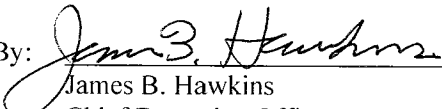
CAREFUSION 303, INC.

By: 
Vivek Jain
President - Procedural Solutions

CAREFUSION 2200, INC.

By: 
Vivek Jain
President - Procedural Solutions

NATUS MEDICAL INCORPORATED

By: 
James B. Hawkins
Chief Executive Officer

[Signature Page to Share and Asset Purchase Agreement – Project Needle]