

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
VIASYS HOLDINGS 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: 1			
Property Type	Number	Word Mark	
Registration Number:	2466844	TECA	
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:	103.685		
NAME OF SUBMITTER:	Mathew J. Temmerman		
Signature:	/Mathew J. Temmerman/		
Date:	01/30/2013		

OP \$40.00 2466844

Total Attachments: 9

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SHARE AND ASSET PURCHASE AGREEMENT

by and between

CareFusion 303, Inc.,

CareFusion 2200, Inc.

and

Natus Medical Incorporated

April 20, 2012

Seller Disclosure Schedule	Article 3
Seller Indemnified Parties	8.2
Seller Retained IP	5.19
Share Transfer	2.10(a)(xiii)
Share Transfer Documents	2.2
Software Licenses	3.10(f)
Special Cap	8.5(b)
Third Party Claim	8.3(b)
Transferred Employee	10.3
Threshold	8.5(a)(i)
WARN Act	10.4

Section 1.3 Construction. Any reference in this Agreement to an “Article,” “Section,” “Exhibit” or “Disclosure Schedule” refers to the corresponding Article, Section, Exhibit or Disclosure Schedule of or to this Agreement, unless the context indicates otherwise. The table of contents and the headings of Articles and Sections are provided for convenience only and are not intended to affect the construction or interpretation of this Agreement. All words used in this Agreement are to be construed to be of such gender or number as the circumstances require. The words “including,” “includes,” or “include” are to be read as listing non-exclusive examples of the matters referred to, whether or not words such as “without limitation” or “but not limited to” are used in each instance. Where this Agreement states that a party “shall,” “will” or “must” perform in some manner or otherwise act or omit to act, it means that the party is legally obligated to do so in accordance with this Agreement. Any reference to a statute is deemed also to refer to any amendments or successor legislation as in effect at the relevant time. Any reference to a Contract or other document as of a given date means the Contract or other document as amended, supplemented and modified from time to time through such date.

ARTICLE 2 THE TRANSACTION

Section 2.1 Sale and Purchase of Shares and Purchased Assets.

(a) In accordance with the provisions of this Agreement, at the Closing, the Sellers will cause each Share Selling Affiliate to sell, convey, assign, transfer and deliver to the Purchaser (or its Designated Affiliate(s)), and the Purchaser will (or will cause its Designated Affiliate(s) to) purchase and acquire from the Share Selling Affiliates, all of the Shares, free and clear of all Encumbrances (other than any restrictions under applicable Securities Laws).

(b) In accordance with the provisions of this Agreement and except as set forth in Section 2.3, at the Closing, the Sellers will cause each Asset Selling Affiliate to, sell, convey, assign, transfer and deliver to the Purchaser (or its Designated Affiliate(s)) free and clear of all Encumbrances other than Permitted Encumbrances, and the Purchaser will (or will cause its Designated Affiliate(s) to) purchase and acquire from the Asset Selling Affiliates, all of the right, title and interest of the Asset Selling Affiliates in and to all of the following assets (collectively, the “Purchased Assets”):

(i) all Inventory of the Asset Selling Affiliates as of the Closing Date (collectively, the “Purchased Inventory”);

(ii) all of the rights of the Asset Selling Affiliates under all Contracts to the extent primarily relating to the Business, including those set forth on Schedule 2.1(b)(ii) of the Seller Disclosure Schedule (collectively, the “Included Contracts”);

(iii) all machinery and equipment used or held for use by the Asset Selling Affiliates to the extent primarily used in the Business, and the related interests of the Asset Selling Affiliates therein;

(iv) all rights in respect of the leasehold interests of the real property set forth on Section 2.1(b)(iv) of the Seller Disclosure Schedule (collectively, the “Leased Real Property”), to the extent such rights may be transferred under applicable Law;

(v) all rights in and to (A) the Intellectual Property, to the extent primarily used in the operation of the Business as presently conducted, including the Intellectual Property set forth on Section 2.1(b)(v) of the Seller Disclosure Schedule, and (B) the Systems Software, subject to Section 5.18 (collectively, the “Purchased Intellectual Property”);

(vi) the Notes Receivable;

(vii) any and all rights of the Sellers or other Selling Affiliates under Contracts between any of the Sellers or such other Selling Affiliate (on the one hand) and any Transferred Employee (on the other) to the extent such Contract relates to the confidentiality, nondisclosure, assignment of proprietary rights or noncompetition obligations of such Person, only to the extent that such rights or obligations relate to the Purchased Assets;

(viii) all goodwill of the Asset Selling Affiliates primarily relating to the Business or the Purchased Assets, other than goodwill associated with the corporate names of either Seller or any Asset Selling Affiliate;

(ix) to the extent transferable under applicable Law, all Governmental Authorizations held by the Asset Selling Affiliates that primarily relate to the operation of the Business;

(x) to the extent transferable under applicable Law, copies of all books, records, files and papers to the extent related to the Business, including all current advertising materials, client and customer lists, supplier and vendor lists, purchase orders, sales and purchase invoices, production reports, personnel and employment records, and financial and accounting records, other than the corporate books and records of the Asset Selling Affiliates;

(xi) all assets of the Assumed Benefit Plans that related to Assumed Liabilities under such plans to the extent expressly transferred to the Purchaser pursuant to Article 10;

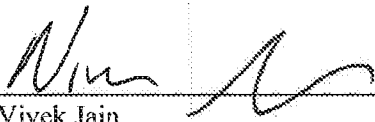
(xii) all rights relating to prepaid expenses in connection with or relating to the Business, to the extent incorporated in Closing Net Working Capital; and

(xiii) all of the Asset Selling Affiliates’ claims, rights, credits, causes of action, defenses and rights of set-off against third parties relating to or arising from any of the Purchased Assets, the Business or Assumed Liabilities, including unliquidated rights under manufacturers’ and vendors’ warranties and including all rights to seek injunctive relief and to recover damages for past, present or future infringement relating to the Purchased Assets.

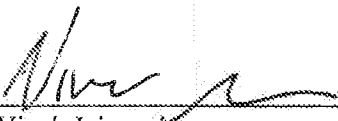
Section 2.2 Transfer Documents. The transfer of the Purchased Assets, Assumed Liabilities and Employees by the Asset Selling Affiliates will be effected pursuant to short-form business transfer agreements (the “Business Transfer Agreements”), and the transfer of the Shares by the Share Selling Affiliates will be effected pursuant to short-form share transfer agreements, forms or other similar documents reasonably satisfactory to the Sellers and the Purchaser (the “Share Transfer Documents”), each subject to the terms and conditions of this Agreement and on a country-by-country basis. Each Business

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

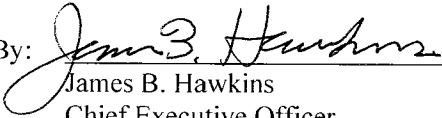
CAREFUSION 303, INC.

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]

TRADEMARK
REEL: 004952 FRAME: 0346

SECTION 2.1(b)(v)
Purchased Intellectual Property

PATENTS¹

Cou ntry	Title	App. #	Filing Date	Status	Patent /Pub #	Issue/Pub Date	Asset Selling Affiliate
US	Cable for enhancing biopotential measurements and method of assembling the same	12/480,230	2009-06-08	Issued	US8076580B2	2011-12-13	CFN 202, Inc.
US	Method and apparatus for stimulus artifact suppression	11/050,464	2005-02-03	Issued	US7424322B2	2008-09-09	CFN 202, Inc.
US	Medical signal monitoring and display	09/295,167	1999-04-20	Issued	US6224549B1	2001-05-01	CFN 202, Inc.
US	Electric reflex hammer	08/436,834	1995-05-08	Issued	US5657763A	1997-08-19	CFN 202, Inc.
US	Method and apparatus for transcranial doppler sonography	08/172,594	1993-12-21	Issued	US5379770A	1995-01-10	CFN 202, Inc.
US	SYNCHRONIZATION OF VIDEO WITH TELEMETRY SIGNALS METHOD AND APPARATUS	12/433,922	2009-05-01	Pending	US2010006755 3A1	2010-03-18	CFN 202, Inc.
US	Needle and needle probe	09/331,862	1999-06-11	Issued	US6241664B1	2001-06-05	Viasys Holdings Inc.
US	CORTICAL STIMULATOR METHOD AND APPARATUS	12/766,270	2010-04-23	Pending	US2010029890 7A1	2010-11-25	CFN 2200, Inc.
US	Multiple frequency doppler ultrasound probe	11/418,483	2006-05-04	Issued	US7549964B2	2009-06-23	CFN 202, Inc.
US	Sheath for monopolar needle	680,412	1991-04-04	Issued	US5117978A	1992-06-02	Viasys Holdings Inc.
US	NEEDLE TIP AND NEEDLE PROBE	13/080,146	2011-04-05	Pending	N/A	N/A	CFN 2200, Inc.
WO	CORTICAL STIMULATOR METHOD AND APPARATUS	PCT/US2010/03 2214	2010-04-23	Pending	WO2010124193 A1	2010-10-28	CFN 2200, Inc.
AU	CORTICAL STIMULATOR METHOD AND APPARATUS	2010238728	2010-04-23	Pending	N/A	N/A	CFN 2200, Inc.

¹ Purchased Intellectual Property does not include any of the patents set forth on Schedule A of the Patent License Agreement, dated as of April 1, 2012, by and among CFN 2200, CareFusion 202, Inc. and CareFusion 209, Inc.

Cou ntry	Title	App. #	Filing Date	Status	Patent /Pub #	Issue/Pub Date	Asset Selling Affiliate
BR	CORTICAL STIMULATOR METHOD AND APPARATUS		2010-04-23	Pending	N/A	N/A	CFN 2200, Inc.
CA	CORTICAL STIMULATOR METHOD AND APPARATUS	2,759,676	2010-04-23	Pending	N/A	N/A	CFN 2200, Inc.
CN	CORTICAL STIMULATOR METHOD AND APPARATUS	201080020735.0	2010-04-23	Pending	N/A	N/A	CFN 2200, Inc.
EP	CORTICAL STIMULATOR METHOD AND APPARATUS	10767832.8	2010-04-23	Pending	N/A	N/A	CFN 2200, Inc.
IN	CORTICAL STIMULATOR METHOD AND APPARATUS	08183/CHENP/2011	2010-04-23	Pending	N/A	N/A	CFN 2200, Inc.
JP	CORTICAL STIMULATOR METHOD AND APPARATUS	2012-507422	2010-04-23	Pending	N/A	N/A	CFN 2200, Inc.
KR	CORTICAL STIMULATOR METHOD AND APPARATUS	2011-7027966	2010-04-23	Pending	N/A	N/A	CFN 2200, Inc.
MX	CORTICAL STIMULATOR METHOD AND APPARATUS	MX/a/2011/011189	2010-04-23	Pending	N/A	N/A	CFN 2200, Inc.
NZ	CORTICAL STIMULATOR METHOD AND APPARATUS	595925	2010-04-23	Pending	N/A	N/A	CFN 2200, Inc.
RU	CORTICAL STIMULATOR METHOD AND APPARATUS	TBD	2010-04-23	Pending	N/A	N/A	CFN 2200, Inc.
SG	CORTICAL STIMULATOR METHOD AND APPARATUS	201107724-5	2010-04-23	Pending	N/A	N/A	CFN 2200, Inc.
ZA	CORTICAL STIMULATOR METHOD AND APPARATUS	2011/08040	2010-04-23	Pending	N/A	N/A	CFN 2200, Inc.
WO	NEEDLE TIP AND NEEDLE PROBE	PCT/US2011/032095	2011-04-12	Pending	WO2011130253 A1	2011-10-20	CFN 2200, Inc.
SE	NEEDLE AND NEEDLE PROBE	97 947 815.3	1997-12-10	Issued	EP948286B1	2004-06-09	Viasys Holdings, Inc.
NL	NEEDLE AND NEEDLE PROBE	97 947 815.3	1997-12-10	Issued	EP948286B1	2004-06-09	Viasys Holdings, Inc.
IT	NEEDLE AND NEEDLE PROBE	97 947 815.3	1997-12-10	Issued	EP948286B1	2004-06-09	Viasys Holdings, Inc.
FI	NEEDLE AND NEEDLE PROBE	97 947 815.3	1997-12-10	Issued	EP948286B1	2004-06-09	Viasys Holdings, Inc.

Cou ntry	Title	App. #	Filing Date	Status	Patent /Pub #	Issue/Pub Date	Asset Selling Affiliate
DK	NEEDLE AND NEEDLE PROBE	97 947 815.3	1997-12-10	Issued	EP948286B1	2004-06-09	Viasys Holdings, Inc.
BE	NEEDLE AND NEEDLE PROBE	97 947 815.3	1997-12-10	Issued	EP948286B1	2004-06-09	Viasys Holdings, Inc.
ES	AGUJA Y SONDA DE AGUJA.	97 947 815.3	1997-12-10	Issued	ES2221962T3	2005-01-16	Viasys Holdings, Inc.
GB	Needle and needle probe	9625894.2	1996-12-13	Issued	GB2320193B	2001-05-16	Viasys Holdings, Inc.
FR	Needle & Needle Probe for Measuring Electrical Activity	97 947 815.3	1997-12-10	Issued	EP948286B1	2004-06-09	Viasys Holdings, Inc.
DE	NADEL UND NADELFÜHLER	697 29 747.9	1997-12-10	Issued	DE69729474T2	2005-08-18	Viasys Holdings, Inc.

REGISTERED TRADEMARKS

Cou ntry	Mark	Serial #	Filing Date	Reg. #	Reg. Date	Asset Selling Affiliate
US	NICOLET	85/039,867	17-May-10	4069376	13-Dec-11	CFN 303, INC.
IE	MEDELEC	89799	13-Sep-76	89799	13-Sep-76	Viasys Holdings, Inc.
DK	MEDELEC	19764063V A	14-Sep-76	VR0247619 77	15-Jul-77	Viasys Holdings, Inc.
DE	MEDELEC	M4216510 WZ	15-Sep-76	963017	21-Sep-77	Viasys Holdings, Inc.
FR	MEDELEC	INPI731848	14-Feb-85	1299270	14-Feb-85	Viasys Holdings, Inc.
AU	MEDELEC	427987	6-Jun-85	427987	6-Jun-85	Viasys Holdings, Inc.
TW	MEDELEC	74005509	6-Feb-85	314980	16-Feb-86	Viasys Holdings, Inc.
JP	MEDELEC	S61123912	21-Nov-86	2543512	30-Jun-93	Viasys Holdings,

Country	Mark	Serial #	Filing Date	Reg. #	Reg. Date	Asset Selling Affiliate
						Inc.
BX	MEDELEC	897976	18-Jul-97	0614330	18-Jul-97	Viasys Holdings, Inc.
IT	MEDELEC	TO2007C00 2470	25-Jul-97	783298	1-Jun-99	Viasys Holdings, Inc.
US	Nicolet Elite	77/819,179	3-Sep-09	3888620	14-12-10	CFN 303, Inc.
US	TECA	75/374,899	17-Oct-97	2466844	10-Jul-01	Viasys Holdings, Inc.
EM	TECA	3116399	28-Mar-03	003116399	3-Feb-03	Viasys Holdings, Inc.
TW	TECA	92016900	9-Apr-03	01085603	16-Feb-04	Viasys Holdings, Inc.
JP	TECA	2003075091	1-Sep-03	4755792	12-Mar-04	Viasys Holdings, Inc.
US	VERSALAB	78/011,591	7-Jun-00	2703203	1-Apr-03	Viasys Holdings, Inc.
US	STETHODOP	75/425,142	28-Jan-98	2267765	3-Aug-99	Viasys Holdings, Inc.