

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
Mr. James B Broselow		03/18/2013	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Vital Signs, Inc.		
Street Address:	20 Campus Road		
City:	Totowa		
State/Country:	NEW JERSEY		
Postal Code:	07512		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2220103	BROSELOW	
CORRESPONDENCE DATA			
Fax Number:	2033732181		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	203-373-3720		
Email:	trademarks@corporate.ge.com		
Correspondent Name:	Erica M. Fischer		
Address Line 1:	General Electric Company		
Address Line 2:	3135 Easton Turnpike		
Address Line 4:	Fairfield, CONNECTICUT 06828-0001		
ATTORNEY DOCKET NUMBER:	BROSELOW-ASSIGN-DCH		
NAME OF SUBMITTER:	Erica M. Fischer		
Signature:	/Erica M. Fischer/		

900252103

**TRADEMARK
 REEL: 005004 FRAME: 0580**

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Date:

04/11/2013

Total Attachments: 7

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ASSIGNMENT

WHEREAS, JAMES BARRY BROSELOW, an individual, having a residence at 1315 Wessex Lane Hickory, North Carolina 28025 has ownership interests in patents and patent applications, listed on Schedule 1, attached hereto (collectively, "Patents"), and in trademarks, listed on Schedule 2, attached hereto (collectively, "Trademarks");

WHEREAS, on May 15, 2009 (the "Petition Date"), James Barry Broselow and Mildred Taylor Broselow (the "Debtors") filed a voluntary bankruptcy petition pursuant to chapter 7 of the Bankruptcy Code, identified as Case No. 09-50667 (the "Bankruptcy Case"); and

WHEREAS, JAMES T. WARD, SR., (the "Trustee") is the duly appointed chapter 7 trustee for James Barry Broselow and Mildred Taylor Broselow in the Debtors' bankruptcy case; and

WHEREAS, pursuant to 11 U.S.C. §541(a), the commencement of the Bankruptcy Case creates an estate comprised of all legal and equitable interests of the Debtors in any property; and

WHEREAS, prior to the Petition Date, on May 20, 2005, James Barry Broselow ("Broselow") and Dr. Robert Luten ("Luten") entered into a License Agreement with Vital Signs, Inc., a New Jersey Corporation, with an office at 20 Campus Road, Totowa, New Jersey 07512 of certain technology, patents, trademarks, copyrights and brandings relative to the promotion, use and sale of medical products (the "License Agreement"); and

WHEREAS, the License Agreement and the technology, patents, trademarks, copyrights and brandings which are the subject of the License Agreement are all property of the estate; and

WHEREAS, after the Petition Date, on July 15, 2009, Vital Signs filed a *Notice of Intent to Retain Rights Pursuant to 11 U.S.C. § 365(n)* in the Bankruptcy Case whereby Vital Signs elected to "retain its rights under the License Agreement to such intellectual property as such rights existed in the License Agreement prior to Dr. James Broselow's bankruptcy petition, including the right of exclusivity, enforceable against the debtor and all third parties for the remaining life of the license."; and

WHEREAS, on November 8, 2010, Vital Signs filed a proof of claim against the Debtors' bankruptcy estate, in the amount of \$119,881.85 for a loan as between Vital Signs and Broselow (the "Vital Signs Claim"); and

WHEREAS, pursuant to 11 U.S.C. §704(a), the Trustee shall collect and reduce to money the property of the estate for which the Trustee serves and the Trustee is willing to sell, transfer and assign the estate's interest in the License Agreement and the estate's interest in the technology, patents, trademarks, copyrights and brandings which are the subject of the License Agreement; and

WHEREAS, on September 16, 2010, the Trustee filed an adversary proceeding against Vital Signs, initiating Adversary Proceeding 10-05069 (the "Action") in the United States Bankruptcy Court for the Western District of North Carolina (the "Bankruptcy Court") seeking an accounting

under the License Agreement, declaratory judgment and payment of accrued pre-Petition and Post-Petition royalty payments then due under the License Agreement; and

WHEREAS, Vital Signs did provide the accounting and then due pre- and post-Petition royalty payments due under the Licensing Agreement to the Trustee and thus the Action was dismissed by stipulation on April 4, 2012; and

WHEREAS, Vital Signs has continued to submit royalty payments to the Trustee on a monthly basis from and after April 4, 2012 to date; and

WHEREAS, Vital Signs and the Trustee desire to resolve and liquidate Vital Signs future obligations under the License Agreement by the payment of a fixed sum sufficient to allow the Trustee to make a substantial payment to creditors except Vital Signs who have allowed claims and the Trustee and Vital Signs have entered into the Settlement and Release Agreement dated _____; and

WHEREAS, Vital Signs and the Trustee have agreed to resolve future accrued amounts due as between the Trustee and Vital Signs only (i.e., this Agreement does not affect the rights as between Vital Signs and Luten under the License Agreement) pursuant to the terms of the Settlement Agreement and Release; and

WHEREAS, under the terms of the Settlement and Release Agreement, Vital Signs will withdraw the Vital Signs Claim and in addition, the Trustee has agreed to assign and Vital Signs, or its designees, has agreed to acquire the Trustee's interest in certain intellectual property assets and in order to effectuate the terms of the Settlement and Release Agreement, the Trustee has agreed to execute and deliver this Assignment.

1. **Assignment.** In consideration for the execution of the Settlement and Release Agreement, the payment of the consideration stipulated in the Settlement and Release Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Trustee hereby irrevocably conveys, transfers and assigns to Vital Signs, and Vital Signs hereby accepts, all of the Trustee's right, title and interest in, and the goodwill associated therewith, to the following ("Assigned IP"):

(a) the Patents set forth in Schedule 1 including any corresponding foreign patent applications, any patents claiming priority to or based upon or derived from, or being equivalent thereto, any continuation, continuation-in-part, divisional, renewal, reexamination, substitute, or reissue thereof, and all rights to claim priority based thereon;

(b) the Trademarks set forth in Schedule 2 including any corresponding foreign trademark applications, any trademarks claiming priority to or based upon or derived from, or being equivalent thereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof;

(c) all rights of any kind whatsoever of the Trustee as trustee of the estate of the Debtors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) all rights of any kind whatsoever of the Trustee as trustee of the estate of the Debtors accruing under the License Agreement;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

(g) any and all rights of Broselow as Licensor under the License Agreement.

2. **Representations and Warranties of Trustee.** Trustee represents and warrants to Vital Signs as follows:

(a) Trustee has all necessary power, authority and legal capacity to execute and deliver this Assignment and to perform its obligations hereunder subject to approval by the Bankruptcy Court. This Assignment has been duly and validly executed and delivered by Trustee and, assuming due authorization, execution and delivery by the other parties hereto, constitutes the legal, valid, and binding obligation of Trustee enforceable against the Debtors' bankruptcy estate in accordance with its terms upon approval by the Bankruptcy Court except as such enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting creditors' rights generally, and by such principles of equity as may affect the availability of equitable remedies.

(b) The demands, claims, actions and liabilities which are released in the Settlement and Release Agreement by Trustee have not been assigned, sold, transferred, or otherwise conveyed to any other party, by agreement, by operation of law, or otherwise.

(c) Trustee represents that he has reviewed all aspects of this Assignment, that Trustee has carefully read and fully understands all the provisions of this Assignment, that Trustee has had a full opportunity to consult with legal counsel of its own choice concerning the matters set forth in this Assignment and that Trustee has consulted with such counsel to the extent deemed appropriate in order to fully understand the terms, conditions, purpose, and effect of this Assignment.

3. **Terms of the Settlement and Release Agreement.** The terms of the Settlement and Release Agreement are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Settlement and Release Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Settlement and Release Agreement and the terms hereof, the terms of the Settlement and Release Agreement shall govern.

4. **Recordation.** Vital Signs has the right to record and file this assignment in each of the relevant patent offices, at Vital Signs' sole cost and expense.

5. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

6. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

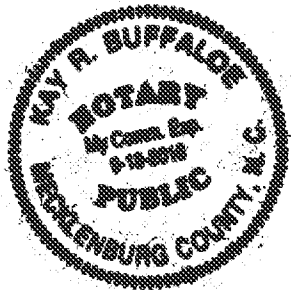
IN WITNESS WHEREOF, the Trustee has duly executed and delivered this Assignment as of the date first above written.

JAMES T. WARD, SR.
Trustee for James Barry Broselow and
Mildred Taylor Broselow

By: James T. Ward, Sr.
Date: 3/18/13

Subscribed and sworn to before me
this 18th day of March, 2013.

[Signature]
Notary Public, State of N.C.
My commission is permanent.



AGREED TO AND ACCEPTED:
VITAL SIGNS, INC.

By: _____
Date: _____
Name: _____
Title: _____

4. Recordation. Vital Signs has the right to record and file this assignment in each of the relevant patent offices, at Vital Signs' sole cost and expense.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Trustee has duly executed and delivered this Assignment as of the date first above written.

JAMES T. WARD, SR.
Trustee for James Barry Broselow and
Mildred Taylor Broselow

By: _____
Date: _____

Subscribed and sworn to before me
this _____ day of December, 2012.

Notary Public, State of _____
My commission is permanent.

AGREED TO AND ACCEPTED:
VITAL SIGNS, INC.

By: William B. Ester
Date: Dec 26, 2012
Name: WILLIAM B. ESTER
Title: General Manager

Schedule 1—Patents

ISSUED U.S. PATENTS						
Application No. Publ No.	Inventor	Assignee	Filing Date	Title	Patent No.	Issue Date
06/910,490	Broselow	Broselow Medical Technologies, Inc.	09/23/1986	Measuring Tape for Directly Determining Physical Treatment and Physiological Values	US4,713,888	12/22/1987
07/133,956	Broselow	Broselow Medical Technologies, Inc.	12/17/1987	Measuring Tape for Directly Determining Physical Treatment and Physiological Values & Procedures	US4,823,469	04/25/1989
07/158,548	Hinkle	N/A	02/22/1988	Method of Selecting Medication and Medical Equipment	US4,926,885	05/22/1990
07/595,657	Broselow	Broselow Medical Technologies, Inc.	10/09/1990	Therapeutic Apparatus	US5,010,656	04/30/1991
US 09/145,009	Broselow	N/A	09/01/1998	Universal Medication Dosing System	US6,132,416	10/17/2000
US 10/210,992 US 2004/0024368	Broselow	N/A	08/02/2002	Color-Coded Medical Dosing Container	US6,764,469	07/20/2004
U.S. PATENT APPLICATIONS						
Application No. Publ No.	Inventor	Assignee	Filing Date	Title	Patent No.	Issue Date
60/533,679	Broselow					
10/882,062 2006/0000480	Broselow	N/A	06/30/2004	Method of Infusing a Therapeutic Fluid into a Patient	Abandoned 04/20/2007	
11/025,404 2006/0137696	Broselow	N/A	12/29/2004	Zone-based Pediatric and Veterinary Dosing System	Abandoned 11/02/2006	
11/307,568 2007/0061164	Broselow	Broselow; James B.	02/13/2006	Healthcare Information Storage System	Abandoned 02/16/2010	
11/736,035 2008/0257895	Broselow	N/A	04/17/2007	Plate with Holder for a Beverage Container	Abandoned 12/23/2008	
12/203,218 2010/0057488	Broselow	N/A	09/03/2008	Method for Determining Medical Treatment Values without Data Entry	Final Rejection mailed 01/07/2011	
13/175,668 2011/0264462	Broselow	N/A	07/01/2011	System and Method for Determining Medical Treatment Values in Children Without Data Entry	Office Action mailed 09/05/2012	
FOREIGN PATENTS						
Application No. Publ No.	Inventor	Assignee	Filing Date	Title	Patent No. Issue Date	Expiration Date
AU 2003257095	Broselow		08/01/2003	Color-Coded Medical Dosing Container	application lapsed on 06 May 2005	n/a
PCT/US 2003/024025	Broselow	N/A	08/01/2003	Color-Coded Medical Dosing Container	CA2,494,314 07 Apr 2009	01 Aug 2023
PCT WO 2004/012788	Broselow		02/12/2004	Color-Coded Medical Dosing Container	n/a	n/a
JP2006507034	Broselow			Color-Coded Medical Dosing Container	JP4235828 26 Dec 2008	01 Aug 2023

Schedule 1—Patents (Cont'd)

FOREIGN PATENTS (Cont'd)						
Application No. Publ No.	Inventor	Assignee	Filing Date	Title	Patent No. Issue Date	Expiration Date
EP 03767038 EP1539274	Broselow		US Priority Date 08/02/2002	Color-Coded Medical Dosing Container	n/a withdrawn as of 29 Mar 2012	n/a
EP 99306930 EP983761	Broselow			Universal Medication Dosing System	n/a withdrawn as of 26 Feb 2004	n/a
EP0220860	Broselow		US06/910,490	Method of using a measuring tape for directly determining physical treatment and physiological values	EP0220860B1 23 Sep 1998	10 Oct 2006
GB2213936	Broselow		US07/133,956	Measuring tape for directly determining physical treatment and physiological values and procedures	GB2213936	17 July 2008
EP0343874	Broselow			Therapeutic Apparatus	EP0343874B1	20 May 2009

Schedule 2—Trademarks

TRADEMARKS			
Application No.	Registration Number	Assignee/Owner	Mark
75/641584		James B. Broselow	LITTLE SQUIRTS
75/635866		James B. Broselow	RAINBOW CARE
75/552573		James B. Broselow	RAINBOW
75/306723	2220103	James B. Broselow	BROSELOW
74/109449		Broselow Medical Technologies, Inc.	ACCU-COLOR