

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
Grass Technologies Corporation		01/31/2013	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: 13

Property Type	Number	Word Mark
Serial Number:	78418082	AURA
Serial Number:	76433058	COMET
Serial Number:	76290168	EC2
Serial Number:	76616997	FASS
Serial Number:	72140013	GRASS
Serial Number:	77040540	GRASS TECHNOLOGIES
Serial Number:	78732604	NEUROTRAC
Serial Number:	85491373	NEUROTRAC
Serial Number:	76442529	PANORAMA
Serial Number:	74511031	POLYVIEW
Serial Number:	76568180	SLEEPTREK
Serial Number:	76039971	SZAC
Serial Number:	76037212	TWIN

CORRESPONDENCE DATA

900254763

**TRADEMARK
 REEL: 005024 FRAME: 0498**

OP \$340.00 78418082

Fax Number: 4152938001

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 4152938436

Email: mathew@temmermanlaw.com

Correspondent Name: Mathew J. Temmerman

Address Line 1: One Market Street, Spear Tower

Address Line 2: 36th Floor

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	103.000
NAME OF SUBMITTER:	Mathew J. Temmerman
Signature:	/Mathew J Temmerman/
Date:	05/09/2013

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “*Assignment*”) is made and entered into as of January [___], 2013 by and between Astro-Med, Inc., a Rhode Island corporation (“*AMI*”), Grass Technologies Corporation, a Delaware corporation (together with AMI, the “*Assignor*”) and Natus Medical Incorporated, a Delaware corporation (“*Assignee*”).

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of even date herewith, pursuant to which Assignee has acquired certain assets of Assignor and to which Assignee is to receive, among other things, all of the Assignor’s right, title, and interest in and to the trademarks listed in Schedule I hereto, together with the goodwill associated with and symbolized by said trademarks (such trademark referred herein as the “*Assigned Trademarks*”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of its right, title, and interest in, to, and under the Assigned Trademarks, including, without limitation, all common law rights to the Assigned Trademarks, including those for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present, and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

2. Further Assurances. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices, including but not limited to executing the form assignment attached as Schedule II to this Assignment.

3. Miscellaneous. This Assignment shall be governed by, and construed in accordance with the laws of the State of Delaware without regard to conflict of laws principles. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

SCHEDULE II

TRADEMARK ASSIGNMENT

WHEREAS, **Grass Technologies Corporation**, a Delaware corporation having its place of business at _____, is the owner of the following:

MARK	APPLICATION NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	STATUS	REGISTERED OWNER
AURA	78418082	5/13/2004	2963424	6/21/2005	Registered	Grass Technologies Corporation
COMET	76433058	7/22/2002	2749877	8/12/2003	Registered	Grass Technologies Corporation
EC2	76290168	7/25/2001	2540443	2/19/2002	Registered	Grass Technologies Corporation
FASS	76616997	10/20/2004	3033837	12/27/2005	Registered	Grass Technologies Corporation
GRASS	72140013	3/16/1962	760640	11/26/1963	Registered	Grass Technologies Corporation
GRASS TECHNOLOGIES	77040540	11/9/2006	3274008	8/7/2007	Registered	Grass Technologies Corporation
NEUROTRAC	78732604	10/13/2005	3141993	9/12/2006	Registered	Grass Technologies Corporation
NEUROTRAC	85491373	12/9/2011			Pending	Grass Technologies Corporation
PANORAMA	76442529	8/22/2002	2773294	10/14/2003	Registered	Grass Technologies Corporation
POLYVIEW	74511031	4/11/1994	2010535	10/22/1996	Registered	Grass Technologies Corporation
SLEEPTREK	76568180	1/2/2004	3021512	11/29/2005	Registered	Grass Technologies Corporation
SZAC	76039971	5/3/2000	2437266	3/20/2001	Registered	Grass Technologies Corporation
TWIN	76037212	4/28/2000	2484838	9/4/2001	Registered	Grass Technologies Corporation


WHEREAS, **Natus Medical Incorporated**, a Delaware corporation, having its principal place of business at 1501 Industrial Road, San Carlos, CA 94070, is desirous of acquiring said trademarks,

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, **Grass Technologies Corporation**, does hereby assign unto **Natus Medical**

Incorporated, all right, including common law rights, title and interest in the United States of America and all other countries and jurisdictions of the world in and to said trademarks together with the goodwill of the business symbolized by said trademarks and applications and registrations thereof.

Signed at _____, this 31st day of January, 2013.

GRASS TECHNOLOGIES CORPORATION

By: 

Name: Everett J. Pizzutti

Title: President and CEO

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

NATUS MEDICAL INCORPORATED

By: _____
Name: John T. Buhler
Title: President and Chief Operating Officer

ASTRO-MED, INC.

By: Everett J. Pizzutti
Name: Everett J. Pizzutti
Title: President and CEO

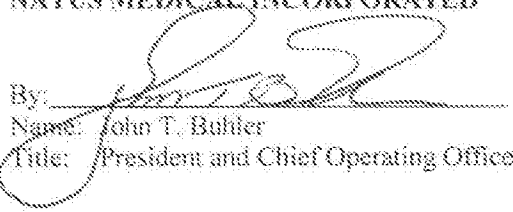
GRASS TECHNOLOGIES CORPORATION

By: Everett J. Pizzutti
Name: Everett J. Pizzutti
Title: President and CEO

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed on the date first written above.

NATUS MEDICAL INCORPORATED

By: 
Name: John T. Bühler
Title: President and Chief Operating Officer

ASTRO-MED, INC.

By: _____
Name: _____
Title: _____

GRASS TECHNOLOGIES CORPORATION

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]