

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM317995

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PediaVision Holdings, LLC		06/03/2014	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELCH ALLYN, INC.		
<b>Street Address:</b>	4341 State Street Road		
<b>Internal Address:</b>	Attn: Legal Department		
<b>City:</b>	Skaneateles Falls		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	13153-0220		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3435437	PEDIAVISION	
<b>Registration Number:</b>	3435450	PEDIAVISION WE KEEP THE FUTURE IN SIGHT	
<b>Registration Number:</b>	3435451	P	
<b>Serial Number:</b>	86294561	SPOT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3156854496		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(315) 685-4487		
<b>Email:</b>	ipdocket@welchallyn.com		
<b>Correspondent Name:</b>	Roger P. Bonenfant		
<b>Address Line 1:</b>	4341 State Street Road		
<b>Address Line 2:</b>	Attn: Legal Department		
<b>Address Line 4:</b>	Skaneateles Falls, NEW YORK 13153		
<b>ATTORNEY DOCKET NUMBER:</b>	10247		
<b>NAME OF SUBMITTER:</b>	Roger P. Bonenfant		
<b>SIGNATURE:</b>	/Roger P. Bonenfant/		
<b>DATE SIGNED:</b>	09/25/2014		

OP \$115.00 3435437

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated as of June 3, 2014, (the "Effective Date"), is from PediaVision Holdings, LLC, a Florida limited liability company ("Assignor"), in favor of Welch Allyn, Inc., a New York corporation ("Assignee"), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, the "Purchase Agreement") by and among Assignee, Assignor and the Majority Members (as defined in the Purchase Agreement). The execution and delivery of this Trademark Assignment is a condition to the closing of the transactions contemplated by the Purchase Agreement. Capitalized terms, unless otherwise defined herein, shall have the meanings assigned to them in the Purchase Agreement.

WHEREAS, pursuant to and subject to the terms of the Purchase Agreement, Assignor has agreed to sell, transfer and assign Assignor's entire right, title, interest and goodwill in and to the trademarks identified on the attached Exhibit A (the "Trademarks").

WHEREAS, in order to effectuate Assignor's assignment to Assignee of its entire rights, title and interests in and to the Trademarks, Assignor is executing this instrument of assignment.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged:

1. Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire worldwide right, title and interest in and to, including, without limitation, any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks.

2. Together with Assignor's worldwide right, title and interest in and to the Trademarks, as well as the goodwill of the business associated with the Trademarks being assigned to Assignee, are the rights to police, monitor and enforce the Trademarks against any and all past infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Trademark Assignment, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and/or registration of the Trademarks.

4. Assignor agrees to perform all affirmative acts which may be reasonably requested by Assignee to perfect the above-described transfer of rights, or to secure registration before the United States Patent and Trademark Office or any foreign office, as well as to cooperate reasonably with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks.

5. Assignor further authorizes the Commissioner of Patents and Trademarks of the United States and the appropriate official in any other country, to issue any and all trademark registrations, amended registrations and/or renewals that may be granted upon any application or petition for same, to Assignee, and/or Assignee's successors and/or assigns.

6. Assignor hereby grants to Assignee and its attorneys, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

7. Notwithstanding any other provision of this Trademark Assignment to the contrary, nothing contained in this Trademark Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations of the parties set forth in the Purchase Agreement, nor shall this Trademark Assignment expand or enlarge any remedies under the Purchase Agreement. This Trademark Assignment is intended only to effect the transfer of certain property to be transferred pursuant to the Purchase Agreement, and in the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Trademark Assignment, the terms of the Purchase Agreement shall control.

8. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York.

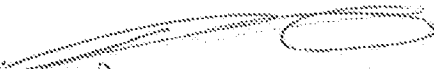
9. Upon notice to Assignor, Assignee may assign this Trademark Assignment, directly, indirectly, by operation of Law or otherwise, without the consent of Assignor or the Majority Members.

10. This Trademark Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

*[Signature page immediately follows]*

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the day and year first set forth above.

PEDIAVISION HOLDINGS, LLC


By:   
Name: David S. Meland  
Its: CEO

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

CHI 64815962v3

TRADEMARK  
REEL: 005368 FRAME: 0716

EXHIBIT A  
TRADEMARKS

Mark	Serial No.	Reg. No.	Application Filing Date/Reg. Date	Record Owner
PEDIAVISION	77287579	3435437	September 24, 2007/May 27, 2008	PediaVision Holdings, LLC through a November 14, 2007 asset contribution agreement with PediaVision, LLC recorded with the USPTO on May 23, 2014.
PEDIAVISION WE KEEP THE FUTURE IN SIGHT	77287699	3435450	September 24, 2007/May 27, 2008	PediaVision Holdings, LLC through a November 14, 2007 asset contribution agreement with PediaVision, LLC recorded with the USPTO on May 23, 2014.
	77287701	3435451	September 24, 2007/May 27, 2008	PediaVision Holdings, LLC through a November 14, 2007 asset contribution agreement with PediaVision, LLC recorded with the USPTO on May 23, 2014.
SPOT	86294561	N/A	May 29, 2014/N/A	PediaVision Holdings, LLC

*Exhibit A to Trademark Assignment*

CHI 64815962v3

RECORDED: 09/25/2014

**TRADEMARK**  
**REEL: 005368 FRAME: 0717**