

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM325218

<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>
Impact Instrumentation, Inc.		10/27/2014	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ZOLL Medical Corporation		
<b>Street Address:</b>	269 Mill Road		
<b>City:</b>	Chelmsford		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01824		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2625000	IMPACT	
<b>Registration Number:</b>	2888795	VAC-PAK	
<b>Registration Number:</b>	2502196	UNI-VENT	
<b>Registration Number:</b>	0896994	SORENSEN	
<b>Registration Number:</b>	2846701	AEV	
<b>Serial Number:</b>	85134548	CCLAW	
<b>Registration Number:</b>	3667857	HI-FIO2	
<b>Registration Number:</b>	3730070	LTM	
<b>Registration Number:</b>	4027044	PORTA-WALL	
<b>Serial Number:</b>	85801840	SMART HELP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8777697945		
<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>Email:</b>	tmdoctc@fr.com		
<b>Correspondent Name:</b>	Debra S. Serota		
<b>Address Line 1:</b>	PO Box 1022		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55440-1022		
<b>ATTORNEY DOCKET NUMBER:</b>	04644-0001010		

CH \$265.00 2625000

<b>NAME OF SUBMITTER:</b>	Debra S Serota
<b>SIGNATURE:</b>	/debra s serota/
<b>DATE SIGNED:</b>	12/05/2014
<b>Total Attachments: 5</b> source=Trademark Assignment Agreement (Impact)#page1.tif source=Trademark Assignment Agreement (Impact)#page2.tif source=Trademark Assignment Agreement (Impact)#page3.tif source=Trademark Assignment Agreement (Impact)#page4.tif source=Trademark Assignment Agreement (Impact)#page5.tif	

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is made effective this 31<sup>st</sup> day of October, 2014, by and between Impact Instrumentation, a New Jersey corporation, and having a usual place of business at 27 Fairfield Place, West Caldwell, NJ 07006 ("Assignor") and ZOLL Medical Corporation, a Massachusetts corporation, and having a usual place of business at 269 Mill Road, Chelmsford, Massachusetts 01824 ("Assignee").

WHEREAS, Assignor holds certain right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks") as set forth in the Purchase Agreement (as defined herein);

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of October 27, 2014 (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer, sell and convey to Assignee substantially all of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignor hereby warrants that it is the sole owner of the Marks except as set forth on the Disclosure Schedules to the Purchase Agreement.

To the extent Assignor retains any right, title or interest in or to the Marks that cannot be assigned to Assignee pursuant to this Assignment, then Assignor hereby agrees to waive for all time any claims that Assignor may have concerning the Marks. Assignor shall make no further use of the Marks for its own benefit or the benefit of another, nor shall Assignor challenge Assignee's use of the Marks after the date of this Assignment provided, however, that Assignor shall be entitled to use the Marks to the extent reasonably necessary to wind down and liquidate its business or to deal with Excluded Assets

and Excluded Liabilities (as such terms are defined in the Purchase Agreement) and to perform its obligations under the Subcontracting Agreement.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

*[Remainder of page intentionally left blank]*

Trademark Assignment

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

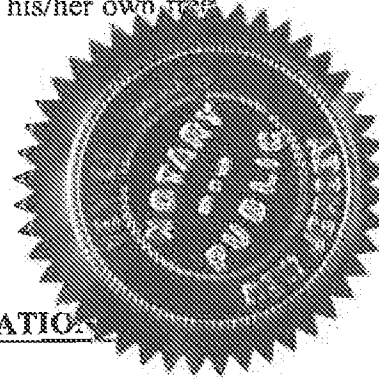
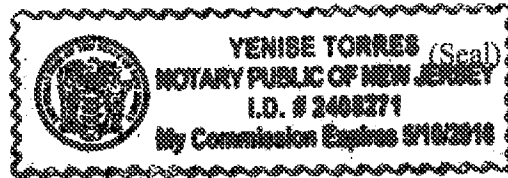
**ASSIGNOR:** IMPACT INSTRUMENTATION, INC.

Name: \_\_\_\_\_  
Signature: Leslie H. Sgarbas  
Title: President

On this 27 day of Oct, 2014, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

[Signature]  
Signature of Notary

My Commission Expires: 5/10/16



**ASSIGNEE:** ZOLL MEDICAL CORPORATION

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

\_\_\_\_\_  
Signature of Notary

(Seal)

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

**ASSIGNOR: IMPACT  
INSTRUMENTATION,  
INC.**

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

(Seal)

\_\_\_\_\_  
Signature of Notary

My Commission Expires: \_\_\_\_\_

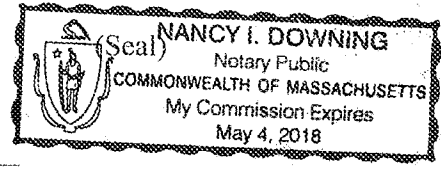
**ASSIGNEE: ZOLL MEDICAL CORPORATION**

Name: Jon Bennett  
Signature: [Signature]  
Title: President

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

[Signature]  
Signature of Notary

My Commission Expires: May 4, 2018



**Exhibit A**

**Marks**

<i>Mark</i>	<i>Jurisdiction</i>	<i>Application No. &amp; Date</i>	<i>Registration No. &amp; Date</i>
IMPACT	United States		2625000; 9/24/02
VAC-PAK	United States		2888795; 9/28/04
UNI-VENT	United States		2502196; 10/30/01
SORENSEN	United States		0896994; 8/18/70
AEV	United States		2846701; 5/25/04
CCLAW	United States	85134548; 9/21/10	
HI-FIO2	United States		3667857; 8/11/09
LTM	United States		3730070; 12/22/09
PORTA-WALL	United States		4027044; 9/13/11
SMART HELP	United States	85801840; 12/13/12	
GPCATS	United States	77696991; 3/23/09	Abandonment date: 10/19/09

*Exhibit A - Trademark Assignment*