

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332780

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Philips Electronics North America Corporation		11/19/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ZOLL Circulation, Inc.		
Street Address:	2000 Ringwood Avenue		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95141		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2585971	INNERCOOL	
Registration Number:	3177611	ACCUTROL	
CORRESPONDENCE DATA			
Fax Number:	6193388078		
<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>			
Phone:	619.338.8075		
Email:	Jennifer@rogitz.com		
Correspondent Name:	Rogitz & Associates		
Address Line 1:	750 B Street		
Address Line 2:	Suite 3120		
Address Line 4:	San Diego, CALIFORNIA 92101		
ATTORNEY DOCKET NUMBER:	PHILIPS-ZOLL TRADEMARKS		
NAME OF SUBMITTER:	John L. Rogitz		
SIGNATURE:	/John L. Rogitz/		
DATE SIGNED:	02/20/2015		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 21st day of November, 2014, by and between Philips Electronics North America Corporation, a Delaware corporation, and having a usual place of business at 3000 Minuteman Road, Andover, MA 01810 ("Assignor") and ZOLL Circulation, Inc., a Delaware corporation, and having a usual place of business at 2000 Ringwood Avenue, San Jose, CA 95141 ("Assignee").

WHEREAS, Assignor holds all 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");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of November 17, 2014 (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer, sell and convey to Assignee substantially all of the assets of Assignor's Business (as defined in the Purchase Agreement), 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, deliver and transfer unto Assignee 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, 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 in accordance with the terms of this instrument.

This Assignment shall be binding upon and inure solely to the benefit of each of the parties hereto and their respective successors and assigns.

This Assignment shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws principles.

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]

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: PHILIPS ELECTRONICS
NORTH AMERICA
CORPORATION
Name: Joseph E. Innamorati
Signature: [Signature]
Title: Senior Vice President

NOTARIZATION

On this 19th day of November, 2014, before me, the undersigned Notary Public, personally appeared JOSEPH E. INNAMORATI, proved to me through satisfactory evidence of identification, which was/were PHILIPS ELECTRONICS, 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.

Lori Simeone (Seal)
Signature of Notary

My Commission Expires: 3-31-18

LORI SIMEONE
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
3/31/2018

ASSIGNEE: ZOLL CIRCULATION, INC.
Name: James Palazzolo
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 of Notary (Seal)

My Commission Expires: _____

SIGNATURE PAGE TO
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: PHILIPS ELECTRONICS
NORTH AMERICA
CORPORATION
Name: Joseph E. Innamorati
Signature: _____
Title: Senior Vice President

NOTARIZATION

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 CIRCULATION, INC.
Name: James Palazzolo
Signature: _____
Title: President

On this 1 day of Dec, 2014, before me, the undersigned Notary Public, personally appeared James Palazzolo proved to me through satisfactory evidence of identification, which was/were Oh Driver's License 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.

Lisa Steuwer
Signature of Notary

(Seal)

My Commission Expires: Feb 20, 2018

SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT

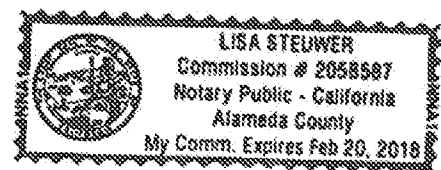


Exhibit A

Marks

Trademark	Registration date	Registration number	Index of goods and services	Renewal due date
INNERCOOL THERAPIES (Stylized and/or with Design)	2002-Oct-15	2636119	10-Medical device, namely, therapeutic hypothermic device for cooling blood	Section 8 declaration not filed
INNERCOOL (US), (AU), (JP), (EU)	2002-June-25	2585971	10-Medical device, namely, therapeutic hypothermic device for cooling blood	2022-June-25
TURBULENT FLOW TM (LOGO)	2003-Jun-24	2730010	10-Medical device, namely, therapeutic device for changing the temperature of blood	Section 8 declaration not filed
ACCUTROL (US)	2006-Nov-28	3177611	9-Software and accompanying sensor used for determination of a target temperature for use in medical procedures employing hypothermia	2016-Nov-28
BLUESTAR (AU)	2008-Mar-31	1210930	Cl. 10: Medical devices, namely, consoles, catheters, body coverings, fluid exchangers and sensors, used in connection with modulating the patient's body temperature.	2017-Nov-16
CELSIUS CONTROL CONSOLE	2004-Aug-24	2878057	Class 10: Surgical apparatus and instruments, namely pump, associated hardware, electronics in the nature of computers and software, sold as a unit, for use in medical procedures in the nature of maintaining, inducing and/or reversing hypothermia	Section 8 declaration not filed
COOLBLUE (AU)	2008-Mar-31	1210932	Cl. 10-Medical devices, namely, consoles, catheters, body coverings, fluid exchangers and sensors, used in connection with modulating the patient's body temperature	2017-Nov-16
COOLBLUE (EU)	2008-Jan-11	006472369	Cl. 10: Medical devices, namely, consoles, catheters, body coverings, fluid exchangers and sensors, used in connection with modulating the patient's body temperature.	2017-Nov-16

Exhibit A - Trademark Assignment

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Trademark	Registration date	Registration number	Index of goods and services	Renewal due date
RAPIDBLUE (AU)	2008-Apr-28	1210929	10-Medical devices, namely, consoles, catheters, body coverings, fluid exchangers and sensors, used in connection with modulating the patient's body temperature	2017-Nov-16
RAPIDBLUE (EU)	2008-Nov-13	006472351	Cl. 10: Medical devices, namely, consoles, catheters, body coverings, fluid exchangers and sensors, used in connection with modulating the patient's body temperature.	2017-Nov-16
ICE	2008-May-20	3432508	10-Surgical apparatus and instruments, namely, alloy-based endovascular catheter tip used for inducing and reversing hypothermia	<i>Section 8 declaration not filed</i>
TEMPERATURE CONTROLE ELEMENT (ICE)	2008-May-20	3432509	10-Surgical apparatus and instruments, namely, alloy-based endovascular catheter tip used for inducing and reversing hypothermia	<i>Section 8 declaration not filed</i>
THE POWER OF BLUE (AU)	2008-Apr-24	1210928	10-Medical devices, namely, consoles, catheters, body coverings, fluid exchangers and sensors, used in connection with modulating the patient's body temperature	2017-Nov-16
THE POWER OF BLUE (EU)	2008-Jun-11	006472229	Cl. 10: Medical devices, namely, consoles, catheters, body coverings, fluid exchangers and sensors, used in connection with modulating the patient's body temperature.	2017-Nov-16