

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333254

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|---|--|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Versamed Medical Systems Ltd. | | 01/13/2011 | CORPORATION: ISRAEL |
| RECEIVING PARTY DATA | | | |
| Name: | GE Medical Systems Israel Ltd. | | |
| Street Address: | 4 Etgar Street | | |
| City: | Tirat HaCarmel | | |
| State/Country: | ISRAEL | | |
| Postal Code: | 39120 | | |
| Entity Type: | CORPORATION: ISRAEL | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2448422 | IVENT | |
| Registration Number: | 2585959 | ADAPTIVE FLOW | |
| Registration Number: | 2856845 | ADAPTIVE I-TIME | |
| Registration Number: | 2899653 | VERSAMED | |
| Registration Number: | 2860246 | ADAPTIVE BI-LEVEL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2033733827 | | |
| <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: | 203-373-3720 | | |
| Email: | trademark@corporate.ge.com | | |
| Correspondent Name: | Erica M. Fischer | | |
| Address Line 1: | 3135 Easton Turnpike | | |
| Address Line 2: | General Electric Company | | |
| Address Line 4: | Fairfield, CONNECTICUT 06828-0001 | | |
| ATTORNEY DOCKET NUMBER: | VERSAMED-DCH | | |
| NAME OF SUBMITTER: | Erica M. Fischer | | |
| SIGNATURE: | /Erica M. Fischer/ | | |
| DATE SIGNED: | 02/25/2015 | | |

CH \$140.00 2448422

Total Attachments: 4

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Intellectual Property Assignment (the “**Assignment**”) is made the 13th day of January, 2011, and effective as of January 1, 2011 (“**Effective Date**”) by **Versamed Medical Systems Ltd.** a company organized under the laws of the State of Israel, Company Number 51-196874-5, with registered office at Ornat House, HaSharon Industrial Park, Kadima, Israel (“**Assignor**”), in favor of **GE Medical Systems Israel Ltd.**, a company incorporated under the laws of the State of Israel, Company Number 51-268646-0, with registered office at 4 Etgar St., Tirat HaCarmel, Israel (“**Assignee**”) (each a “**Party**” and together, the “**Parties**”).

WHEREAS Assignor owns all rights, title, and interest in and to the Intellectual Property (as defined below);

WHEREAS the Parties entered into an Asset Purchase Agreement dated January 13, 2011, and effective as of the Effective Date, pursuant to which Assignee purchased certain assets of Assignor, such assets including Intellectual Property (as defined below); and

WHEREAS the Assignor agrees to assign, convey and transfer all proprietary rights to the Intellectual Property (as defined below) to Assignee and Assignee accepts the assignment of these rights in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. PREAMBLE AND DEFINITIONS

The preamble and recitals to this Assignment form an integral part hereof.

2. CONVEYANCE OF RIGHTS

2.1 The Assignor hereby confirms and covenants that any and all developments, discoveries, techniques, inventions and improvements, methods, know-how, processes, formulae, data, data bases, computer programs, computer code, source code, software, hardware, patents, patent applications and all patentable materials, models, designs (whether registered or not), copyrights and all copyrightable materials, trade secrets, trademarks, trade names, proprietary information, concepts and ideas pertaining to the development of the Assignee’s business as proposed to be conducted (all whether patentable or not, registrable or not), and all documentation related therewith, that it has made, developed, discovered, invented, conceived or created, either solely or jointly with others, prior to the date of this Agreement, including without limitation the patents and patent applications listed in **Annex A** hereto and the trademarks and trademark applications listed in **Annex B** hereto (all of the above, the “**Intellectual Property**”), is and shall be the sole property of Assignee; and, to the extent required, Assignor hereby assigns and transfers to Assignee, its successors, assigns or nominees, all of its rights, title and interest in and to the Intellectual Property, it being clarified that such assignment includes all rights to claim for and receive remedies against past, present and future infringements of any and all of the foregoing rights.

2.2 The aforementioned sale and assignment does not include assignment of any liabilities including any legal proceedings to which Assignor may be a party.

3. FURTHER ASSURANCES

Assignor shall execute and deliver such further conveyance instruments and take such further actions as may be necessary or desirable to register the Intellectual Property transfer by the competent authorities and evidence more fully the transfer of ownership of the Intellectual Property to Assignee and to defend and enforce the Intellectual Property. Assignor therefore agrees that, if necessary, it will: (a) execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Intellectual Property; (b) serve as witness or consultant as reasonably requested; and (c) perform any other acts deemed necessary to carry out the intent of this Agreement. It is hereby agreed that all expenses for the execution of the above instruments shall be borne exclusively by Assignee.

4. MISCELLANEOUS

- 4.1 This Assignment shall inure to the benefit of, and be binding upon, the Parties, together with their respective legal representatives, successors, and assigns.
- 4.2 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Israel, without reference to its conflict of laws provisions. Any dispute, controversy or claim arising out of, or in connection with this Agreement shall be resolved by the courts of the State of Israel.
- 4.3 Any term of this Assignment may be amended only with the written consent of the Parties hereto.
- 4.4 No delay or omission to exercise any right, power, or remedy accruing to any Party upon any breach or default under this Agreement, shall be deemed a waiver of any other breach or default therefore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provision of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the day and year first above written.

GE MEDICAL SYSTEMS ISRAEL LTD.

By: [Signature]
 Name: [Signature]
 Title: [Signature]

VERSAMED MEDICAL SYSTEMS LTD.

By: [Signature]
 Name: Ehud Koput
 Title: Finance manager

Annex ATransferred Patents

Description: A computer controlled portable ventilator which has two modes of operation: a preset mode using the patient weight data to select a preprogrammed ventilation procedure, and a user set mode wherein the operator manually selects the ventilator parameters.

| | <u>Application Number:</u> | <u>Status</u> |
|--------|----------------------------|-------------------------|
| Israel | 114964 | Issued Renewed: 8.05 |

Description: The invention is a differential-pressure gas flow sensor, for use in mechanical ventilators, wherein the shape of the aerodynamic strut, or interfering body, prevents the lumens at which the differential pressures are sensed from becoming obstructed by condensed water.

| | <u>Application Number:</u> | <u>Status</u> |
|--------|--|---------------|
| US | #10/200,764 filed 24.07.02 US Patent No. 6,802,225 | Issued |
| US | 10/960,276 continuation of #10/200,764 filed 24.07.02 | Issued |
| Europe | 02765299.9 filed 17.2.05 | Issued |
| India | 270/DELNP/2005 filed 24.1.05 | Issued |
| China | 02829617.6 filed 24.1.05 | Issued |

Description: Apparatus and method for controlling fraction of inspired oxygen

| | <u>Application Number:</u> | <u>Status</u> |
|----|----------------------------|---------------|
| US | 11/136087 filed 5.24.05 | Issued |

Annex B**Transferred Trademarks**

| | <u>Application Number:</u> | <u>Filing Date</u> | <u>Details</u> |
|-----------------------|----------------------------|---|---|
| IVENT | 75/797,780 | Sep 13 ,1999 May 1, 2001 | U.S Trademark VMI-ITU1 |
| IVENT | 4463243 | March 9, 2000 | Japanese trademark Class 10 2000-22933 VMI-ITUI JP |
| IVENT | 001427533 | Dec 16, 1999 | Community Trademark (CTM) Class 10 VMI-ITU1 CTM |
| Adaptive Flow | 75/821,621 | October 13,1999 June 25, 2002 | U.S Trademark Registration |
| ICARE | 001613322 | April 14, 2000 | Community Trademark |
| Adaptive Time | 75/822,684 | October 13, 1999 January 15, 2002 | U.S Trademark Registration |
| EASYSTART | 78/168568 2841711 | Nov 21, 2002 May 11, 2004 | U.S Trademark Registration |
| Adaptive I-time | 78/168,558 | Sept 27, 2002 June 22, 2004 | U.S Trademark Registration |
| VERSAMED | 78262352 | 2003-06-13 2004-11-02 | U.S. Trademark Registration |
| ADAPTIVE BI- LEVEL | 78263346 | 2003-06-17 2004-07-06 | U.S. Trademark Registration |