

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350696

<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>
Respironics, Inc.		07/08/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Circadiance, LLC		
<b>Street Address:</b>	1060 Corporate Ln		
<b>City:</b>	Export		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15632		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1643500	SMART MONITOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4122029554		
<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>	412.532.8200		
<b>Email:</b>	sam@ronalddiplaw.com		
<b>Correspondent Name:</b>	Samuel Yamron		
<b>Address Line 1:</b>	4960 William Flynn Hwy		
<b>Address Line 2:</b>	Suite 6, PMB 308		
<b>Address Line 4:</b>	Allison Park, PENNSYLVANIA 15101		
<b>NAME OF SUBMITTER:</b>	Samuel I. Yamron		
<b>SIGNATURE:</b>	/samuel i. yamron/		
<b>DATE SIGNED:</b>	08/07/2015		
<b>Total Attachments: 4</b>			
source=CC - Assignment from Respironics#page1.tif			
source=CC - Assignment from Respironics#page2.tif			
source=CC - Assignment from Respironics#page3.tif			
source=CC - Assignment from Respironics#page4.tif			

OP \$40.00 1643500

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is made as of July 8, 2015, by and between Respiroics, Inc., a Delaware corporation (the "Assignor"), and Circadiance, LLC, a Pennsylvania limited liability company ("Assignee"). Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement (as such term is defined below).

WHEREAS, the Assignor, Assignee and Children's Medical Ventures, LLC, a Delaware limited liability company, are parties to that certain Asset Purchase Agreement, dated as of June 30, 2015 (the "Purchase Agreement"); and

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, Assignor's right, title and interest in, to and under the Business Intellectual Property listed on Schedule A hereto.

NOW, THEREFORE, Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, Assignor's right, title and interest in and to the Business Intellectual Property set forth on Schedule A hereto, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for past, present and future infringement of any of such Business Intellectual Property.

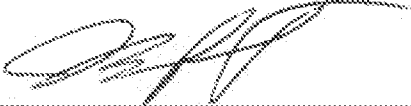
This Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

**RESPIRONICS, INC.**

By:   
Name: Joseph E. Innamorati  
Title: Vice President

**CIRCADIANCE, LLC**, a Pennsylvania limited liability company


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

**RESPIRONICS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**CIRCADIANCE, LLC**, a Pennsylvania limited liability company

By:   
Name: David D. Grell  
Title: CEO

**SCHEDULE A**

<b>Trademarks</b>	<b>Trademark type</b>	<b>Official reference</b>	<b>Trademarks / Country</b>
SMART MONITOR	Word mark	1643500	United States of America
SMARTTRACE	Word mark	Unregistered	

[IP Assignment - Resprionics]