

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358405

| | | | |
|---|--|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GE Medical Systems Israel Ltd. | | 07/06/2015 | CORPORATION: ISRAEL |
| RECEIVING PARTY DATA | | | |
| Name: | General Electric Company | | |
| Street Address: | 1 River Road | | |
| City: | Schenectady | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 12345 | | |
| Entity Type: | CORPORATION: NEW YORK | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2860246 | ADAPTIVE BI-LEVEL | |
| Registration Number: | 2585959 | ADAPTIVE FLOW | |
| Registration Number: | 2856845 | ADAPTIVE I-TIME | |
| Registration Number: | 2448422 | IVENT | |
| Registration Number: | 2899653 | VERSAMED | |
| 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: | 203-373-3154 | | |
| Email: | trademark@corporate.ge.com | | |
| Correspondent Name: | Cindy M. Zelson | | |
| Address Line 1: | 3135 Easton Turnpike | | |
| Address Line 2: | General Electric Company CTO | | |
| Address Line 4: | Fairfield, CONNECTICUT 06828-0001 | | |
| ATTORNEY DOCKET NUMBER: | IVENT-ASSIGNMENT-DCH | | |
| NAME OF SUBMITTER: | Cindy M. Zelson | | |
| SIGNATURE: | /Cindy M. Zelson/ | | |
| DATE SIGNED: | 10/13/2015 | | |

CH \$140.00 2860246

Total Attachments: 10

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is entered into as of July 6th, 2015, ("Effective Date");

BY and BETWEEN:

- (1) GE Medical Systems Israel Ltd., whose registered office is at 4 Etgar St., Tirat HaCarmel, Israel ("Seller"); and
- (2) General Electric Company, a New York Corporation, having an address at 1 River Road, Schenectady, New York 12345, USA ("GE").

WHEREAS:

- (A) Seller owns a business of producing respiratory ventilators formerly owned by Versamed Medical Systems Ltd. (the "Versamed Business"), amongst its other businesses.
- (B) GE, either directly or through one or more of its affiliates ("Purchaser"), wishes to acquire from Seller, and Seller wishes to sell to Purchaser, in consideration for the Purchase Price, the intellectual property of the Versamed Business as set out herein, with effect as of the Effective Date, all on the terms and subject to the conditions hereinafter set forth.

NOW THEREFORE, the parties agree as follows:

1. INTERPRETATION

- 1.1 Words and defined terms denoting the singular number include the plural and vice versa and the use of any gender shall be applicable to all genders.
- 1.2 The paragraph headings are for the sake of convenience only and shall not affect the interpretation of this Agreement.
- 1.3 The recitals, schedules, appendices, annexes and exhibits hereto form an integral part of this Agreement.

2. SALE OF VERSAMED BUSINESS

Subject to the terms and conditions of this Agreement, at the Closing (as defined in Section 5 hereof), Seller shall sell, convey, transfer, assign and deliver to Purchaser, free and clear of any and all security interests and encumbrances, the following assets ("Acquired Assets"): all rights to the intellectual property of Seller used in the Versamed Business whether or not patentable, including without limitation, rights in algorithms, binary code, brands, business methods, business plans, computer programs, computer software, concepts, confidential information, databases, developments, firmware, composition of matter or materials, certification marks, collective marks, copyright, customer lists, data, designs (whether registered or unregistered), derivative works, discoveries, distributor lists, documents, domain names, file layouts, formulae, goodwill, ideas, improvements, industrial designs, information, innovations, inventions, integrated circuits, know-how, logos, manufacturing

information, mask works, materials, methods, moral rights, object code, original works of authorship, patents and patent applications including without limitation the patents and patent applications listed in Annex A(i) ("Transferred Patents"), patent rights, including but not limited to any and all continuations, divisions, reissues, re-examinations or extensions, plans, processes, proprietary technology, reputation, research data, research results, research records, semiconductor chips, service marks, software, source code, specifications, statistical models, supplier lists, systems, techniques, technology, trade secrets, trademarks including without limitation the trademarks and trademark applications listed in Annex A(ii) ("Transferred Trademarks"), trade dress, trade names, trade styles, technical information, utility models, and any rights analogous to the foregoing; but shall not include the Seller's rights and obligations under this Agreement, including Seller's right to receive the Purchase Price.

3. CONVEYANCE AND ASSUMPTION

3.1 Instruments of Transfer

The transactions contemplated hereunder shall be effected at the Closing pursuant to the documents referred to in Section 5 hereof, without requirement for any further documentation, however the Seller (and any applicable affiliates thereof) and Purchaser agree to execute any such instruments of transfer and conveyance as may be necessary to vest in Purchaser, as relevant, the respective rights, title and interests in and to the Acquired Assets, free and clear of all security interests and encumbrances, in a form mutually agreed upon by the parties.

3.2 Further Conveyances and Assumptions

From time to time following the Closing, Seller (and any applicable affiliates thereof) and Purchaser shall execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases, and such other instruments, and shall take such further actions, as may be necessary or appropriate to assure fully to Purchaser and its respective successors or assigns, all of the Acquired Assets, and to otherwise make effective the transactions contemplated under this Agreement and all ancillary documents contemplated hereunder.

3.3 Non-Assignable Assets

- (a) Nothing in this Agreement nor the consummation of the transactions contemplated hereby shall be construed as an attempt or agreement to assign any Acquired Asset which by its terms or by law is non-assignable without the consent of a third party or a governmental body, or is cancellable by a third party in the event of an assignment ("Non-assignable Assets") unless and until such consent shall have been obtained. Seller shall use its best efforts to cooperate with Purchaser at its request in endeavouring to obtain such consents promptly including without limitation the consent of the Office of the Chief Scientist.
- (b) To the extent permitted by applicable law, in the event consents to the assignment thereof cannot be obtained, such Non-assignable Assets shall be held, as of and from the Closing Date (as defined below), by Seller in trust for Purchaser, and the covenants and obligations thereunder shall be performed by Purchaser in Seller's name and all benefits and obligations existing thereunder shall be for Purchaser's account. Seller shall take or cause to be taken, at Purchaser's expense, such actions in its name or otherwise as Purchaser may reasonably request so as to provide Purchaser with the benefits of the Non-assignable Assets and to effect collection of money or other consideration that becomes due and payable under the Non-assignable Assets, and Seller shall promptly pay over to Purchaser all money or other consideration received by it in respect of all Non-assignable Assets.
- (c) As of and from the Closing Date, Seller authorizes Purchaser, to the extent permitted by applicable law and the terms of the Non-assignable Assets, to perform all the obligations and receive all the benefits of Seller under the Non-assignable Assets and appoints Purchaser as its attorney-in-fact to act in its name on its behalf with respect thereto.

4. PURCHASE PRICE

In consideration for the Acquired Assets and assumption of the Assumed Liabilities, the Purchaser shall pay to the Seller at the Closing the amount of [REDACTED] which is equal to the market value of the Acquired Assets and Assumed Liabilities as of the Closing Date (the "Purchase Price").

5. CLOSING

The closing of the purchase and sale of the Acquired Assets and assumption of the Assumed Liabilities (the "Closing") shall occur three days after fulfillment of each of the Conditions to Closing set forth below in Section 7, or thereafter at such other time, date and place as may be agreed by the parties (the time and date of the Closing being herein referred to as the "Closing Date"). At the Closing, the following actions and occurrences will take place, all of which shall be deemed to have occurred simultaneously and no action shall be deemed to have been completed and no document or certificate shall be deemed to have been delivered, until all actions are completed and all documents and certificates delivered:

5.1 Transfer of Assets

- (a) **Transferred Patents.** The Transferred Patents shall be assigned by the Seller to the Purchaser and the assignment shall be submitted for recordal with the applicable authority.
- (b) **Transferred Trademarks.** The Transferred Trademarks shall be assigned by the Seller to the Purchaser and the assignment shall be submitted for recordal with the applicable authority.
- (c) **Other registered intellectual property rights.** Any other registered intellectual property rights shall be assigned by the Seller to the Purchaser and the assignment shall be submitted for recordal with the applicable authority.
- (c) **Transfer of unregistered intellectual property.** All other intellectual property that comprises the Acquired Assets shall be assigned by the Seller to the Purchaser.

5.2 Consideration

Purchaser shall pay the Purchase Price to Seller by wire transfer to the account of the Seller at least three days prior to the Closing.

6. REPRESENTATIONS AND WARRANTIES

The Seller and the Purchaser each hereby represent and warrant to the other as follows:

6.1 Constitution and Compliance.

6.1.1 It is duly incorporated and validly existing under the laws of the state of its incorporation, with power and authority to carry on its business as now being conducted.

6.1.2 It has all requisite corporate power and authority to execute and deliver this Agreement, and to carry out and perform its obligations hereunder. All corporate action on its part necessary for its authorization and execution of this Agreement and the performance of all of its obligations hereunder have been taken. This Agreement constitutes its valid and legally binding obligation, enforceable in accordance with its terms.

6.2 No Reliance. The Acquired Assets are being transferred on an "as is, where is" basis and no party makes any representations and warranties in addition to those set forth above.

7. Conditions to Closing. The obligations of the Purchaser to consummate the purchase of the Acquired Assets hereunder are subject to the fulfillment, prior to or at the Closing, of each of the following conditions (any or all of which may be waived by the Purchaser):

7.1.1 The representations and warranties of the Seller contained herein were true and correct, in all material respects, when made and at the time of the Closing as though made again at the Closing Date.

7.1.2 The Seller shall have performed and complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by them prior to or at the Closing.

7.1.3 The transfer of the Acquired Assets subject to the Encouragement of Research & Development Law including the Transferred Patents outside of the State of Israel shall have been approved by the Office of the Chief Scientist without the imposition of any material conditions.

7.1.4 No action, proceeding, investigation, regulation or legislation shall have been instituted or proposed before any court, governmental authority or legislative body to enjoin, restrain, prohibit or obtain substantial damages in respect of, or which is related to, or arises out of, this Agreement or the consummation of the Transactions contemplated hereby.

8. COVENANTS

- 8.1 No announcement or other disclosure concerning this Agreement or the transactions contemplated hereunder or any ancillary matter shall be made before or after Closing by the parties, save in a form agreed between the parties or otherwise as required by law.
- 8.2 The parties hereto will, after as well as before and upon the Closing Date, do all acts and things, sign and execute all documents and deeds, and apply for or otherwise seek and use their best efforts to obtain all licenses, permits, consents, registrations, approvals, permissions, certificates, applications or other authorizations and make all filings, as may be reasonably necessary for the purpose of consummating the transactions contemplated by this Agreement.

9. MISCELLANEOUS

9.1 Amendment

This Agreement may be amended or modified only by a written document signed by both parties hereto.

9.2 Counterparts, Facsimile Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signed Agreement received by a party hereto via facsimile or electronic mail will be deemed an original, and binding upon the party who signed it.

9.3 Governing Law

The Agreement shall be governed by and construed in accordance with the laws of the State of Israel, without giving effect to the principles thereof relating to conflict of laws.

{Signature page follows}

[Signature Page of Versamed Business Purchase Agreement]

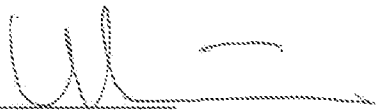
IN WITNESS WHEREOF, this Agreement has been duly executed on the date first set forth above.

GE MEDICAL SYSTEMS ISRAEL LTD.

By: 

Name: Nathan Hermon
Chairman of the Board & GM
Title: GE Healthcare Israel

GENERAL ELECTRIC COMPANY

By: 

Name: Matti E. Lehtonen
Title: GM, Anesthesia & Respiratory Care, GEM

Annex A(i)

Transferred Patents

| Application | Patent | Country | Title |
|------------------|----------------|---------|--|
| 114964 | 114964 | IL | A COMPUTER CONTROLLED PORTABLE VENTILATOR |
| 10/200764 | 6802225 | US | RESPIRATORY FLOW SENSOR HAVING INWARDLY SLOPED STRUT EDGES |
| 02765299.9 | | EP | RESPIRATORY FLOW SENSOR HAVING INWARDLY SLOPED STRUT EDGES |
| PI02127253 | | BR | RESPIRATORY FLOW SENSOR HAVING INWARDLY SLOPED STRUT EDGES |
| 10/960276 | 7032463 | US | RESPIRATORY FLOW SENSOR |
| BR122012009758.6 | | BR | RESPIRATORY FLOW SENSOR |
| 11/136087 | 7527054 | US | APPARATUS AND METHOD FOR CONTROLLING FRACTION OF INSPIRED OXYGEN |
| PI0509985-8 | | BR | APPARATUS AND METHOD FOR CONTROLLING FRACTION OF INSPIRED OXYGEN |
| 2609856 | | CA | APPARATUS AND METHOD FOR CONTROLLING FRACTION OF INSPIRED OXYGEN |
| 4260/KOLNP/2007 | | IN | APPARATUS AND METHOD FOR CONTROLLING FRACTION OF INSPIRED OXYGEN |
| 2008-513538 | | JP | APPARATUS AND METHOD FOR CONTROLLING FRACTION OF INSPIRED OXYGEN |
| 06770497.3 | 1893269 | FR | APPARATUS AND METHOD FOR CONTROLLING FRACTION OF INSPIRED OXYGEN |
| 06770497.3 | 602006013129.1 | DE | APPARATUS AND METHOD FOR CONTROLLING FRACTION OF INSPIRED OXYGEN |
| 06770497.3 | 1893269 | GB | APPARATUS AND METHOD FOR CONTROLLING FRACTION OF INSPIRED OXYGEN |

Annex A(ii)Transferred Trademarks

| <u>Trademark:</u> | <u>Application/Registration Number:</u> | <u>Filing/Registration Date</u> | <u>Details</u> |
|-----------------------|---|-----------------------------------|--|
| IVENT | 75/797780 2448422 | Sep 13, 1999 May 1, 2001 | U.S Trademark Registration |
| IVENT | 2000-022933 4463243 | March 9, 2000 March 30, 2001 | Japanese trademark Registration Class 10 |
| IVENT | 1365686 TMA746349 | Sep 28, 2007 Aug 27, 2008 | Canadian Registration |
| IVENT | 001546217 001546217 | March 8, 2000 | Community Trademark (CTM) Registration Class 10 |
| Adaptive Flow | 75/821,621 2585959 | October 13, 1999 June 25, 2002 | U.S Trademark Registration |
| ICARE | 001613322 001613322 | April 14, 2000 July 26, 2001 | Community Trademark |
| Adaptive I-time | 78/168,558 2856845 | Sept 27, 2002 June 22, 2004 | U.S Trademark Registration |
| ADAPTIVE BI- LEVEL | 78/263346 2860246 | 2003-06-17 2004-07-06 | U.S. Trademark Registration |