

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404380

<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>
CareFusion 303, Inc.		10/03/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CareFusion 2200, Inc.		
<b>Street Address:</b>	3750 Torrey View Court		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92130		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4857750	GREENLIGHT	
<b>Registration Number:</b>	4767607	LIMB-O	
<b>Registration Number:</b>	4161848	SENTRYSUITE	
<b>Registration Number:</b>	4224023	INFANT FLOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6144496642		
<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>	6144496642		
<b>Email:</b>	mtrue@ustrademarklawyer.com		
<b>Correspondent Name:</b>	Joseph R. Dreitler		
<b>Address Line 1:</b>	19 East Kossuth St., 19 E Kossuth St.		
<b>Address Line 4:</b>	Columbus, OHIO 43206		
<b>NAME OF SUBMITTER:</b>	Joseph R. Dreitler		
<b>SIGNATURE:</b>	/Joseph R. Dreitler/		
<b>DATE SIGNED:</b>	11/03/2016		
<b>Total Attachments: 5</b>			
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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS ("Assignment"), dated **October 3, 2016**, is entered into by CareFusion 303, Inc., a company organized under the laws of the State of Delaware having its principal place of business located at 3750 Torrey View Court, San Diego, California 92130 ("Assignor"), and CareFusion 2200, Inc., a company organized under the laws of the State of Delaware, with a place of business at 3750 Torrey View Court, San Diego, California 92130 ("Assignee").

### R E C I T A L S:

WHEREAS, Assignor is the owner of those certain trademark and service mark registrations and applications, listed on Schedule A attached hereto and made a part hereof (the "Trademarks").

WHEREAS, pursuant to the Securities Purchase Agreement among Ariel EquityCo LP, Kingston Respiratory Corp. and Becton, Dickinson and Company dated as of March 7, 2016, and in connection with certain business restructurings as provided for therein, Assignor desires to sell, transfer, convey, assign and deliver to Assignee, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby conveys, assigns, transfers and delivers to Assignee and its successors and assigns, its entire right, title and interest throughout the world in, to and under the Trademarks and (i) all adaptations, derivations and combinations thereof, (ii) all related common-law rights and goodwill associated with and symbolized by the Trademarks, and (iii) in each case together with all rights and remedies, in law and in equity, against past, present, and future infringement or other violation thereof. Assignee and its successors and assigns shall hold the rights in and to each of the foregoing as fully and exclusively as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor hereby authorizes and requests the Commissioner for Trademarks (and, with respect to any equivalent foreign rights, any other appropriate foreign or international office or registrar) to record Assignee as owner of the Trademarks, as applicable, and to issue any and all Trademarks to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor agrees to take, at Assignee's expense, such further action and execute such additional documents as reasonably requested by Assignee to perfect Assignee's title in and to the Trademarks and to carry out and fulfill the purposes and intent of this Assignment of Trademarks.

The rights and obligations of Assignor and Assignee shall be governed by, and this Assignment shall be interpreted, construed and enforced in accordance with, the laws of the State of Delaware, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.

This Assignment may be signed in any number of counterparts, including facsimile copies thereof or electronic scan copies thereof delivered by electronic mail, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by a duly authorized officer as of the date first written above.

CareFusion 303, Inc.

By: [Signature]  
Name: Aaron Pettit  
Title: Vice President and Deputy Chief Compliance Officer

STATE OF New Jersey )  
 )ss.  
COUNTY OF Bergen )

On Sept 29, 2016, before me, the undersigned, a Notary Public in and for such State, personally appeared Aaron Pettit, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Vice President and Deputy Chief Compliance Officer of CareFusion 303, Inc., and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

[SEAL]

[Signature]  
Notary Public, Donna M. Kalazdy  
Notary Public of New Jersey  
My Commission Expires January 3, 2018

My Commission expires on: \_\_\_\_\_

Accepted by:

CareFusion 2200, Inc.

By: *David W. Highet*

Name: David W. Highet

Title: Assistant Secretary

STATE OF New Jersey )  
 )ss.  
COUNTY OF Bergen )

On Sept. 28, 2016, before me, the undersigned, a Notary Public in and for such State, personally appeared David W. Highet, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Assistant Secretary of CareFusion 2200, Inc., and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

[SEAL]

*Donna M. Kalazdy*  
Notary Public

My Commission expires on: \_\_\_\_\_

Donna M. Kalazdy

Notary Public of New Jersey

My Commission Expires January 3, 2018

**SCHEDULE A**  
**CareFusion 303, Inc. to CareFusion 2200, Inc.**

<b>MARK</b>	<b>COUNTRY</b>	<b>APPLICATION NO.</b>	<b>REGISTRATION NO.</b>
GREENLIGHT	United States		4857750
LIMB-O	United States		4767607
SENTRYSUITE	United States		4161848
INFANT FLOW	United States		4224023