

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431108

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hill-Rom Services, Inc.		09/21/2016	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	WatchChild, LLC		
Street Address:	116 Village Blvd., Suite 200		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3339434	WATCHCHILD	
CORRESPONDENCE DATA			
Fax Number:	8015786999		
<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:	(801) 328-3131		
Email:	tm-slc@stoel.com		
Correspondent Name:	Catherine Parrish Lake		
Address Line 1:	201 South Main Street, Suite 1100		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Catherine Parrish Lake		
SIGNATURE:	/Catherine Parrish Lake/		
DATE SIGNED:	06/12/2017		
Total Attachments: 3			
source=Assignment to WatchChild#page1.tif			
source=Assignment to WatchChild#page2.tif			
source=Assignment to WatchChild#page3.tif			

OP \$40.00 3339434

ASSIGNMENT

This Assignment is effective as of September 21, 2016 by Hill-Rom Services, Inc., an Indiana corporation ("Assignor"), and WatchChild, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement dated September 21, 2016 by and among Assignor and Assignee (the "Agreement"), Assignor assigned certain assets to Assignee, including the patent and trademarks listed on Attachment A ("Intellectual Property"), which is incorporated into this Assignment by reference, and Assignee accepted such assignment; and

WHEREAS, Assignor and Assignee desire to execute this Assignment for recordation with the United States Patent and Trademark Office and any foreign patent and trademark offices.

NOW, THEREFORE, for good and valuable consideration, including that recited in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee, the entire worldwide right, title, and interest in and to (a) the Intellectual Property, together with all goodwill associated with the Intellectual Property, (b) all common law rights associated with the Intellectual Property, (c) any and all rights, priorities, privileges provided under United States, state or foreign laws, or multinational law, compact, treaty, protocol, convention or organization with respect to the Intellectual Property, including all applications, registrations, provisional rights, foreign priority rights, divisions, continuations and all reissues, extensions and renewals thereof, and (d) all rights to sue at law or in equity for any infringements, misappropriations or other violations of any of the foregoing, including the right to receive all proceeds and damages therefrom. Assignor warrants and represents that it is the owner of the Intellectual Property, related common law rights and associated goodwill, that it has the full right to convey the entire interest hereby assigned, and that it has not assigned or otherwise transferred any of the rights hereby assigned to any third party.

2. Relationship to Agreement. Assignor and Assignee are executing and recording this Assignment in accordance with the Agreement. This Assignment does not increase any liabilities or obligations or decrease any rights or interests of either Assignor or Assignee under the Agreement.

3. Amendment, Modifications and Waivers. This Assignment may not be amended or modified except with the written consent of each party hereto and any provisions of this Assignment may be waived only upon the written consent of the party entitled to performance of such provision. No waiver of any of the provisions of this Assignment will be deemed or will constitute a waiver of any other provision of this Assignment or of any preceding or succeeding breach of this Assignment, nor will such waiver constitute a continuing waiver unless otherwise

expressly provided. The recitals to this Assignment are incorporated into this Assignment by reference.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

5. Binding Effect. This Assignment will inure to the benefit of and be binding upon the successors, permitted assigns, heirs, executors and administrators of the parties hereto.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the day and year first above written.

ASSIGNOR


ASSIGNEE

Hill-Rom Services, Inc.

WatchChild, LLC



Print Name: Deborah Fassin
Title: Director



Print Name: W. John Coats
Title: CFO

Attachment A

Patent

Application No.	Country	Date Filed	Title	Inventors
14056165	USA	October 17, 2013	Composite Manual and Automated Fetal Analysis Systems and Methods	William Brian Bishop, Kyle Patrick, Daleep Bhatia

Trademarks

Mark	Country	Reg. No.	Reg. Date	Class
WATCHCHILD	USA	3,339,434	November 20, 2007	9
WATCHCHILD	Canada	TMA763910	April 12, 2010	9