

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447427

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clarity Medical Systems, Inc.		07/06/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Natus Medical Incorporated		
Street Address:	1501 Industrial Road		
City:	San Carlos		
State/Country:	CALIFORNIA		
Postal Code:	94070		
Entity Type:	Corporation: DELAWARE		
Name:	Natus Healthcare Technologies Ireland Holding I Limited		
Street Address:	96 Lower Baggot Street		
City:	Dublin 2		
State/Country:	IRELAND		
Postal Code:	D02 T049		
Entity Type:	Company: IRELAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86873174	RETCAM	
Serial Number:	86783366	RCRS	
CORRESPONDENCE DATA			
Fax Number:	4152938001		
<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:	4152938436		
Email:	mathew@temmermanlaw.com		
Correspondent Name:	Mathew J. Temmerman		
Address Line 1:	One Market Street		
Address Line 2:	Spear Tower, 36th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	Mathew J. Temmerman		

OP \$65.00 86873174

SIGNATURE:	/Mathew J. Temmerman/
DATE SIGNED:	10/16/2017
Total Attachments: 3 source=Assignment - Clarity#page1.tif source=Assignment - Clarity#page2.tif source=Assignment - Clarity#page3.tif	

ASSIGNMENT OF REGISTERED INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF REGISTERED INTELLECTUAL PROPERTY (the “**Assignment**”) is executed, acknowledged and delivered by Clarity Medical Systems, Inc., a California corporation (the “**Assignor**”), in accordance with and pursuant to the terms and conditions of the Asset Purchase Agreement, dated as of July 6, 2016 (the “**Asset Purchase Agreement**”) by and between Assignor and Natus Medical Incorporated, a Delaware corporation and Natus Healthcare Technologies Ireland Holding I Limited, a company incorporated under the laws of Ireland (together, the “**Assignee**”), as Buyers. Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Asset Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors do hereby sell, assign, transfer and convey to the Assignee, and the Assignee hereby accepts, all right, title and interest of the Assignors (i) in, to and under the Assigned Mark and the Trademark Registration together with the goodwill of the business symbolized by the intellectual property set forth on Schedule I hereto (the “**Registered IP**”), throughout the world; (ii) to apply in any and all countries in the world any registration and application for registration for the Registered IP, with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and (iii) in and to causes of action and enforcement rights for the Registered IP including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Registered IP.

Notwithstanding anything to the contrary herein, the Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Asset Purchase Agreement. In the event of any inconsistencies between the terms of this Assignment and those of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall be controlling.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to patent issues and in all other respects by the laws of the State of California, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, the Assignors have caused this Assignment to be executed
as of this ____ day of July, 2016.

ASSIGNOR:

Clarity Medical Systems, Inc.

By: Mark Mellin
Mark Mellin, President & CEO

Schedule 1

PATENTS AND PATENT APPLICATIONS

Patent/Patent Application Name	Reg./Application No.
Eye imaging unit having a circular light guide	US 5,822,036
Disposable cover for contact-type lens piece	US20090211586 (International and PCT patents filed too)
Optical coupling gel for an eye imaging device	US 8,518,109
Enabling measurement with hand-held eye imaging device	US 8,328,356
Split view adapter for a microscope	US 8,118,431

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark/ Trademark Application Name	Reg./Application No.
RETCAM	86873174
RCRS	86783366