

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451881

<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>
INTEGRA LIFESCIENCES CORPORATION		10/06/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Natus Medical Incorporated		
<b>Street Address:</b>	1501 Industrial Road		
<b>City:</b>	San Carlos		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94070		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1366536	CAMINO	
<b>Registration Number:</b>	3283477	DURAFORM	
<b>Registration Number:</b>	3645799	EDS 3	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	4152938436		
<b>Email:</b>	mathew@temmermanlaw.com		
<b>Correspondent Name:</b>	Mathew J. Temmerman		
<b>Address Line 1:</b>	One Market Street		
<b>Address Line 2:</b>	Spear tower, 36th floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94122		
<b>NAME OF SUBMITTER:</b>	Mathew J. Temmerman		
<b>SIGNATURE:</b>	/Mathew J. Temmerman/		
<b>DATE SIGNED:</b>	11/22/2017		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered into as of October 6, 2017, between Integra LifeSciences Corporation, a Delaware corporation having an address at 311 Enterprise Drive, Plainsboro, NJ 08536 ("Assignor") and Natus Medical Incorporated, a Delaware corporation having an address at 1501 Industrial Road, San Carlos, CA 94070 ("Assignee").

WHEREAS, pursuant to, and upon the terms of, that certain Asset Purchase Agreement, dated as of September 8, 2017 (the "Asset Purchase Agreement"), by and among Integra LifeSciences Holdings Corporation, a Delaware corporation ("Integra"), Assignor, Integra Lifesciences Sales LLC, a Delaware limited liability company, Integra CI Inc., a Cayman Islands corporation, Integra Lifesciences (Ireland) Limited, a single member company, Integra Neurosciences Implants (France) SAS, a French société par actions simplifiée, Integra Lifesciences Services (France) SAS, a French société par actions simplifiée, Integra Neurosciences Limited, a company limited by shares, Integra Lifesciences Italy S.r.l., an Italian Società a responsabilità limitata, Integra GmbH, a limited liability company, Integra LS (Benelux) NV, a Belgian company, a company limited by shares, and Integra Canada ULC, a Canadian company, a company limited by shares (collectively with Integra, the "Sellers"), and Assignee, Assignee agreed to purchase, or to cause an Affiliate of Assignee to purchase, from Sellers and their Affiliates certain assets related to the Business, including the trademark and service mark registrations and applications for registration set forth on Schedule A hereto, together with the goodwill connected with the use of and symbolized by the foregoing, and the right to apply for and maintain all registrations, renewals and/or extensions thereof (hereinafter collectively referred to as the "Assigned Trademarks");

WHEREAS, in connection with the Closing of the transactions contemplated by the Asset Purchase Agreement, Sellers agreed to, and agreed to cause any relevant Affiliate of the Sellers to, execute and deliver this Trademark Assignment, to effectuate the conveyance of all of Sellers' or any relevant Affiliate's of the Sellers right, title and interest in and to the Assigned Trademarks to Assignee or its applicable Affiliate.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement.

SECTION 2. Conveyance, Assignment and Transfer. Assignor does hereby sell, convey, transfer and assign to Assignee, and Assignee hereby accepts the sale, conveyance, transfer and assignment of, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, and all rights to sue or otherwise recover for present and future infringement, misappropriation, dilution, and other violations thereof, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had the assignment the subject of this Trademark Assignment not been made.

SECTION 3. No Modification of Asset Purchase Agreement. Neither the making nor the acceptance of this sale, conveyance, assignment and transfer shall enlarge, restrict or otherwise modify the terms of the Asset Purchase Agreement or constitute a waiver or release by any party to the Asset Purchase Agreement of any liabilities, duties or obligations imposed thereby.

SECTION 4. General.

(a) Counterparts. This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall constitute the same Trademark Assignment.

(b) Entire Agreement. This Trademark Assignment, together with the Asset Purchase Agreement (including all Exhibits thereto), the Disclosure Schedule, and the other Ancillary Agreements, contain the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters. In the event of a conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

(c) Further Assurances. Subject to Section 5.7 of the Asset Purchase Agreement, Assignor hereby agrees to execute and deliver all papers and to perform such other proper acts, at Assignee's request and expense, as Assignee or its successors or assigns may deem reasonably necessary to secure for Assignee or its successors or assigns, or to evidence the rights, hereby transferred.

(d) Modifications. This Trademark Assignment may be amended or modified in whole or in part only by a duly authorized agreement in writing which makes reference to this Trademark Assignment executed by each party hereto.

(e) Assignability, Rights of Third Parties, Governing Law and Specific Performance. The provisions of Sections 9.2, 9.3, 9.12 and 9.13 of the Asset Purchase Agreement shall apply hereto mutatis mutandis.

(g) Severability. If any provision of this Trademark Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Trademark Assignment shall remain in full force and effect. The parties hereto further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Trademark Assignment, they shall take any actions necessary to render the remaining provisions of this Trademark Assignment valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Trademark Assignment to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the parties hereto to the greatest extent legally permissible.

(h) Rules of Construction. This Trademark Assignment shall be interpreted and construed in accordance with Section 1.2 of the Asset Purchase Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by their respective duly authorized officers as of the date first above written.

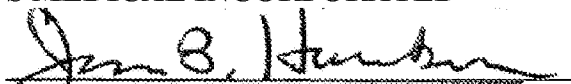
**INTEGRA LIFESCIENCES  
CORPORATION**

By: 

Name: Peter J. Arduini

Title: President & Chief Executive Officer

**NATUS MEDICAL INCORPORATED**

By: 

Name: Jim B. Hawkins

Title: President & CEO

Schedule A  
Assigned Trademarks

Mark	Country	Application No.	Registration No.
DURAFORM	United States	78/361125	3283477
EDS 3	United States	77/470239	3645799
CAMINO	United States	73/511902	1366536
CAMINO	China P.R.	12248924	12248924
CAMINO	Great Britain	1477384	1477384
CAMINO	Japan	2013-031041	5628905
CAMINO	Republic of Korea	40-2013-25178	40-1045181
CAMINO	India	2530875	2530875