

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.H. Emerson Company		04/03/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Respironics, Inc.		
Street Address:	1010 Murry Ridge Lane		
City:	Murrysville		
State/Country:	PENNSYLVANIA		
Postal Code:	15668		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3078219	COUGHASSIST	
CORRESPONDENCE DATA			
Fax Number:	(724)387-5021		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	724-387-5026		
Email:	jennifer.sansonetti@respironics.com		
Correspondent Name:	Michael W. Haas		
Address Line 1:	1010 Murry Ridge Lane		
Address Line 4:	Murrysville, PENNSYLVANIA 15668		
ATTORNEY DOCKET NUMBER:	EMERSON TM		
NAME OF SUBMITTER:	Jennifer L. Sansonetti		
Signature:	/Jennifer L. Sansonetti/		
Date:	04/06/2007		

CH \$40.00 3078219

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made and entered into as of April 3, 2007 by and between J. H. Emerson Company, a Massachusetts corporation, with its principal place of business at 22 Cottage Park Avenue, Cambridge, Massachusetts 02140 ("Assignor"), and Respironics, Inc., a Delaware corporation, with its principal place of business at 1010 Murry Ridge Lane, Murrysville, Pennsylvania 15668 ("Assignee").

RECITALS

WHEREAS, Assignor has adopted and used the United States trademark ("U.S. Mark") and foreign trademark and trademark application (the "Foreign Marks") and together with the U.S. Mark, the "Marks") listed on Schedule I attached hereto;

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated April 3, 2007 (the "Agreement"); and

WHEREAS, Assignee desires to acquire all rights, title and interests in, to and under the Marks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged by Assignor,

1. Assignor hereby conveys, assigns, transfers and delivers absolutely to Assignee, its successors and assigns free from encumbrances, (i) all rights, title and interests throughout the world in and to the Marks, together with the goodwill of the Assignor which is symbolized by the Marks and all rights and powers arising or accrued therefrom including, without limitation, the right to sue and recover damages and other remedies for future and past infringements of the Marks and to fully and entirely stand in the place of Assignor in all matters related thereto.

2. Assignor agrees to take such further action and to execute such additional documents as may be necessary to perfect Assignee's title in and to the Marks.

3. Assignor hereby requests the Commissioner of Patents and Trademarks (the "Commissioner") to record this Trademark Assignment to Assignee and to issue any Certificates of Registration in the name of Assignee. Assignor hereby covenants that the Commissioner has full right to convey the U.S. Mark herein assigned, and that Assignor has not executed, and will not execute, any agreements inconsistent herewith.

4. Assignor hereby requests that the governmental entity or agency charged with authority over the registration of trademarks in any applicable foreign country record Assignee as the assignee and owner of the Foreign Marks.

5. This Trademark Assignment will be governed by, and construed and enforced in accordance with, the substantive laws of the Commonwealth of Massachusetts, without regard to its principles of conflicts of laws. This agreement may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto. The failure of either party to require performance by the other party of any provision hereunder shall in no way affect the right

of that party thereafter to enforce the same, nor shall it affect the other party's right to enforce the same, or to enforce any other provision in this Trademark Assignment; nor shall the waiver by either party of the breach of any provision hereof be taken or held to be a waiver of any subsequent breach of such provision or as a waiver of the provision itself. This Trademark Assignment may be executed by facsimile or PDF signature and in counterparts, each of which will be an original and all of which when taken together will constitute one and the same instrument

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the day and year first written above.

ASSIGNOR

J. H. EMERSON COMPANY

By: 

Name: George P. Emerson

Title: President

ASSIGNEE

RESPIRONICS, INC.

By: _____

Name: John Frank

Title: VP & General Manager
Home Respiratory Care

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the day and year first written above.

ASSIGNOR

J. H. EMERSON COMPANY

By: _____

Name: George P. Emerson

Title: President

ASSIGNEE

RESPIRONICS, INC.

By:  _____

Name: John Frank

Title: VP & General Manager
Home Respiratory Care

Signature Page to Trademark Assignment

TRADEMARK
REEL: 003517 FRAME: 0154

SCHEDULE I
TO
TRADEMARK ASSIGNMENT

Trademark Title: COUGHASSIST – for “an electro-mechanical device, namely a mechanical insufflation-exsufflation device (MIE) used to clear secretions from the lungs by gradually applying positive pressure to the airway and rapidly shifting to negative pressure to produce a high expiratory flow from the lungs”

<u>Registration No.</u>	<u>Serial No./File No.</u>	<u>Filing Date</u>	<u>Country</u>	<u>Registration Date</u>	<u>Status</u>
3,078,219	76-614,948	Oct. 6, 2004	USA	Apr. 11, 2006	In-force
TMA645,334	1233393	Oct. 12, 2004	Canada	Aug. 4, 2005	In-force
	4,087,086	Feb. 2006	European Union		Pending