



**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**



103570372

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

08/06/09

**1. Name of conveying party(ies):**

EPM Development Systems Corporation

- Individual(s)
- General Partnership
- Corporation- State: Virginia
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) \_\_\_\_\_

- Assignment
- Security Agreement
- Other Acquisition
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Ambu A/S

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: Baltorpbakken 13

City: Ballerup

State: \_\_\_\_\_

Country: Denmark Zip: DK-2750

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship \_\_\_\_\_  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

77/468,006 CANNUTHERM

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Levy & Grandinetti

Internal Address: \_\_\_\_\_

Street Address: P.O. Box 18385

City: Washington

State: D.C. Zip: 20036-8385

Phone Number: (202) 429-4560

Fax Number: (202) 429-4564

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

08/10/2009 NJAMA1 00000056 77468006

01 FC:8521 40.00 0P

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

*Rebecca J. Stempien*  
Signature

August 6, 2009

Date

Rebecca J. Stempien  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**INTELLECTUAL PROPERTY ASSIGNMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT, dated as of December 1, 2008 (this "Assignment"), is made by **EPM DEVELOPMENT SYSTEMS CORPORATION**, a Virginia corporation ("Seller"), in favor of **AMBU A/S**, a Danish company ("Ambu DK").

WHEREAS, Seller is the owner of all right, title and interest in and to the Intellectual Property (as defined in the Agreement);

WHEREAS, Seller and Ambu DK are parties to an Asset Purchase Agreement (the "Agreement"), dated as of November 4, 2008, by and among Seller, Ambu DK and Ambu Inc., a Maryland corporation, pursuant to which Seller has agreed to convey its entire right, title and interest in and to the Intellectual Property to Ambu DK.

NOW, THEREFORE, for good and valuable consideration acknowledged by Seller to have been received in full from Ambu DK and pursuant to the terms of the Agreement, Seller hereby agrees as follows:

1. Seller does hereby assign, transfer and convey unto Ambu DK, throughout the world, the entire right, title and interest together with the benefits and privileges in and to the Intellectual Property and in and to all patents and applications for patent on said Intellectual Property in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, reissue, reexamination and convention applications based in whole or in part upon said Intellectual Property, and all foreign counterparts thereof, and any and all patents, reissues, reexaminations and extensions of patents or similar forms of protection granted for said Intellectual Property, and every priority right that is or may be predicated upon or arise from said Intellectual Property.

2. Seller authorizes Ambu DK to file patent applications in any or all countries or groups of countries on any or all of said Intellectual Property in the name of Ambu DK or otherwise as Ambu DK may deem advisable under relevant international conventions, treaties or otherwise.

3. Seller hereby covenants and agrees to reasonably cooperate with Ambu DK to enable Ambu DK to perfect the transfer and assignment of and enjoy to the fullest extent the right, title and interest conveyed herein. Such cooperation by Seller shall include production of pertinent facts and documents, execution of petitions, oaths, specifications, declarations or other papers, and other assistance to the extent reasonably necessary or desirable (a) for perfecting in Ambu DK the right, title and interest herein conveyed; (b) for filing and prosecuting any patent application relating to or covering any Intellectual Property; (c) for filing and prosecuting applications for reissuance of any patent relating to or covering any Intellectual Property or any reexamination request

relating to any patent relating to or covering any Intellectual Property; (d) for interference or other priority proceedings involving any patent relating to or covering any Intellectual Property; or (e) for legal proceedings involving the Intellectual Property for infringement actions and court actions; provided, however, that the expenses incurred by Seller in providing all of such foregoing cooperation shall be paid for by Ambu DK.

4. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Seller or Ambu DK set forth in the Agreement nor shall this Assignment expand or enlarge any remedies under the Agreement including without limitation any limits on indemnification specified therein. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement.


5. This Assignment shall be governed by and enforced in accordance with the laws of the State of Maryland, without giving effect to any conflicts of law principles.

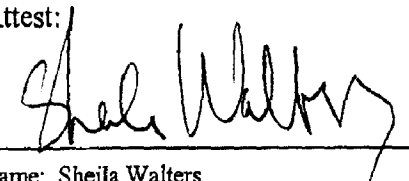
6. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

*[signature page follows]*

IN WITNESS WHEREOF, Seller has caused this Intellectual Property Assignment to be executed by its proper officers thereunto duly authorized as of the day and year first above written.

**EPM DEVELOPMENT SYSTEMS CORPORATION**

By:   
Name: J. Scott Cardozo  
Title: President


Attest:   
Name: Sheila Walters  
Title: Secretary

State of Virginia )  
City/County of Chesterfield )

On this 26<sup>th</sup> day of November, 2008, before me personally appeared J. Scott Cardozo, to me known to be the President of EPM Development Systems Corporation, a Virginia corporation, on whose behalf he executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

My commission expires: My Commission Expires  
May 31, 2010

#7042360

  
Notary Public



[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]