

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324027

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cambridge Cardiac Technologies Inc.		10/20/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Spacelabs Healthcare, Inc.		
Street Address:	35301 SE Center St		
City:	Snoqualmie		
State/Country:	WASHINGTON		
Postal Code:	98065		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3135630	HEARTWAVE	
Registration Number:	3239210	ANALYTIC SPECTRAL METHOD	
Registration Number:	3192255	CAMBRIDGE HEART	
Registration Number:	3623419	SAM	
Registration Number:	3581869	SPECTRAL ANALYTIC METHOD	
Registration Number:	3581868	SPECTRAL ANALYTIC MTWA	
Registration Number:	2637624	HEARTWAVE	
Registration Number:	2517759	WAVESTAR	
CORRESPONDENCE DATA			
Fax Number:	3128032209		
<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:	3124643100		
Email:	aprovencio@loeb.com		
Correspondent Name:	Douglas N. Masters - LOEB & LOEB LLP		
Address Line 1:	321 North Clark Street, Suite 2300		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	205264-10171		
NAME OF SUBMITTER:	Douglas N. Masters		

CH \$215.00 3135630

SIGNATURE:	/Douglas N. Masters/
DATE SIGNED:	11/21/2014
Total Attachments: 8 source=Cambridge - IP Assignment#page1.tif source=Cambridge - IP Assignment#page2.tif source=Cambridge - IP Assignment#page3.tif source=Cambridge - IP Assignment#page4.tif source=Cambridge - IP Assignment#page5.tif source=Cambridge - IP Assignment#page6.tif source=Cambridge - IP Assignment#page7.tif source=Cambridge - IP Assignment#page8.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of October 20, 2014 ("Effective Date"), by and between Cambridge Cardiac Technologies Inc., a Delaware corporation ("Assignor"), and Spacelabs Healthcare, Inc., a Delaware corporation ("Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in that certain Asset Purchase Agreement dated October 20, 2014, by and among Assignor and Assignee (the "Asset Purchase Agreement").

WHEREAS, Assignor holds certain rights, title and interest in and to the granted and pending patents listed on Exhibit A attached hereto (collectively, the "Patents"); and

WHEREAS, Assignor owns certain right, title and interest in and to the trademarks listed on Exhibit B attached hereto, including any common law rights therein and any registrations and applications therefor, and including any and all goodwill of the business associated therewith (collectively, the "Trademarks"); and

WHEREAS, Assignor owns the registrations for, and certain other right, title and interest in and to, the domain names listed on Exhibit C attached hereto (the "Domain Names"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor agreed to sell, assign and transfer to Assignee all of Assignor's rights, title, and interest in and to the Patents, the Trademarks and the Domain Names.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration as contemplated by the Asset Purchase Agreement, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally and equitably bound, hereby agree as follows:

1. Patent Assignment. Effective as of 11:59 p.m. (Eastern Standard Time) on the Effective Date, Assignor hereby sells, assigns and transfers to Assignee all of Assignor's rights, title, and interest in and to the Patents, including the right to sue for any acts of infringement occurring prior to the Effective Date. Assignor agrees to cooperate in good faith with Assignee in perfecting this assignment in the U.S. and in foreign patent offices by executing any additional documentation, as may be required, without any further compensation.

2. Trademark Assignment. Effective as of 11:59 p.m. (Eastern Standard Time) on the Effective Date, Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title, and interest in and to the Trademarks, together with all causes of action Assignor may have for the infringement of such Trademarks, including all rights Assignor has to sue and collect damages and payments for claims of past or future infringements of the Trademarks. Assignor shall assist Assignee, at Assignee's expense, and execute any further documents, filings or notices necessary or reasonably requested by Assignee to be filed and recorded with the appropriate authorities to effect this Assignment and transfer of ownership in the Trademarks.

3. Domain Name Assignment. Effective as of 11:59 p.m. (Eastern Standard Time) on the Effective Date, Assignor hereby sells, assigns and transfers to Assignee the registrations for, and all of Assignor's other right, title, and interest in and to, the Domain Names. Assignor shall provide Assignee with any and all authorization codes for the Domain Names, and such other assistance reasonably requested by Assignee, at Assignee's expense, to effect this Assignment and the transfer of the Domain Names to Assignee, including without limitation changing the administrative contact e-mail addresses for the Domain Names to an individual designated by Assignee, and providing any additional documentation as subsequently may be required by the applicable registrars listed in Exhibit C.

4. Terms of the Asset Purchase Agreement. Assignee hereby acknowledges and agrees that Assignor makes no express or implied representations or warranties with respect to the Patents, Trademarks or Domain Names being conveyed hereby except as specifically set forth in the Asset Purchase Agreement. The parties hereby acknowledge and agree that nothing in this Assignment shall be deemed to supersede, enlarge or modify any of the provisions of the Asset Purchase Agreement and all such provisions remain in full force and effect. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. Miscellaneous.

(a) Headings. The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

(b) Governing Law. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

(c) Binding Effect; Third Party Beneficiaries. This Assignment shall be binding upon and shall inure to the benefit of Assignee and its permitted successors and assigns. Assignor intends that this Assignment shall not benefit or create any right or cause of action in any party other than Assignor or Assignee.

(d) Counterparts. This Assignment may be executed in counterparts (including by facsimile or optically-scanned electronic mail attachment), each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.

(e) Amendments. This Assignment may be amended, modified or waived only by a written agreement signed by Assignor and Assignee.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized representatives as of the Effective Date.

ASSIGNOR:

CAMBRIDGE CARDIAC
TECHNOLOGIES INC.

By: _____

Name: _____

Title: _____

ASSIGNEE:

SPACELABS HEALTHCARE, INC.

By: _____

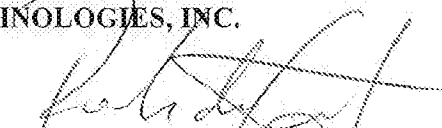
Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized representatives as of the Effective Date.

ASSIGNOR:

**CAMBRIDGE-CARDIAC
TECHNOLOGIES, INC.**

By: 
Name: Rodolfo de Groot
Title: President

ASSIGNEE:

SPACELABS HEALTHCARE, INC.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

IPA

EXHIBIT A

Patents

1. Granted Patents

Jurisdiction	Serial Number	Title
US	7,435,223	Identifying Infants at Risk for Sudden Infant Death Syndrome
US	7,197,358	Identifying Infants at Risk for Sudden Infant Death Syndrome
US	6,453,191	Automated Interpretation of T-Wave Alternans Results
US	6,253,107	Cardiac Pacing to Induce Heart Rate Variability
US	6,735,466	Analytic Spectral Method for Analysis of T-Wave Alternans
EU	EP1215 996	Analytic Spectral Method for Analysis of T-Wave Alternans
JP	P3953323	Analytic Spectral Method for Analysis of T-Wave Alternans
US	6,047,206	Generation of Localized Cardiac Measures
US	5,935,082	Assessing Cardiac Electrical Stability
US	5,908,393	Reducing Noise in a Biological Signal
US	5,891,047	Detecting Abnormal Activation of Heart
US	5,891,045	Method and System for Obtaining a Localized Cardiac Measure
US	5,827,195	Electrocardiogram Noise Reduction Using Multi-Dimensional Filtering
US	5,791,944	Electrode Connector
US	5,724,984	Multi-Segment ECG Electrode and System
US	5,713,367	Measuring and Assessing Cardiac Electrical Stability
US	5,704,365	Using Related Signals to Reduce ECG Noise
US	5673702	Method and Apparatus for the Improved Electronic Display of Physiologic Waveforms
US	5,570,696	Method and Apparatus for Assessing Myocardial Electrical Stability
EU	EP0746229	Improved Method and Apparatus for Assessing Cardiac Electrical Stability
JP	3,877,761	Improved Method and Apparatus for Assessing Cardiac Electrical Stability

2. Pending Patent Applications

Jurisdiction	Application Number	Title
US	12/630,718	Alternans and Pharmacological Agents
US	12/630,726	Analyzing Alternans from Measurements of an Ambulatory Electrocardiography Device
US	12/630,735	Alternans and Cardiac Ischemia

The term "Patents" shall include any continuations, divisionals, continuation-in-part, reexaminations, reissues or other patents or patent applications that relies on any of the above listed patents or patent applications for priority.

EXHIBIT B

Trademarks				
Jurisdiction	Mark	Status	Serial and Registration Numbers	Full Goods/Services
US	Heartwave	Registered	78707198/3135630	
EU	HearTwave	Registered	NA/2094324	
US	Analytic Spectral Method	Registered	78808902/3239210	
US	Cambridge Heart	Registered	78725271/3192255	
US	SAM	Registered	77062284/3623419	
US	Spectral Analytic Method	Registered	77062271/3581869	
US	Spectral Analytic MTWA	Registered	77062267/3581868	
US	Heartwave	Registered	76116045/2637624	
US	Wavestar	Registered	75443721/2517759	

EXHIBIT C

Domain/Tradenames Names

Domain Name	Holder	Registrar
www.cambridgeheart.com	CCT	
Cambridge Heart (Trade Name)	CCT	