

Docket No: 112460-206

Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

**RECORDATION FORM COVER SHEET
PATENTS ONLY**U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Navion Biomedical Corp.

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

Name: VIASYS Holdings, Inc.

Internal Address: _____

Street Address: Millennium III227 Washington Street, Suite 200City: Conshohocken State: PA Zip: 19428Country: USAAdditional name(s) & address(es) attached? Yes ☐ No ☒Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date(s): January 18, 2005

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

5,645,065Additional numbers attached? ☐ Yes ☒ No

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

Renato L. Smith
 Bell, Boyd & Lloyd LLC
 P.O. Box 1135
 Chicago, Illinois 60690-1135
 Fax: 312.827.8185

6. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41).....\$ 40.00☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

02-1818

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Renato L. Smith

Name of Person Signing



Signature

January 27, 2005

Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:
 Commissioner for Patents, Mail Stop Assignments, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 021818 6646066

ASSIGNMENT

WHEREAS, the undersigned, to wit: Navion Biomedical Corp., (hereinafter "ASSIGNOR"), a corporation duly organized and existing under the laws of Delaware and having its principle place of business at 312 Tosca Drive, Stoughton, Massachusetts 02072, is the lawful owner of: (i) the inventions having titles set forth on the attached SCHEDULE A; and (ii) the patent applications and issued patents identified on the attached SCHEDULE A;

AND WHEREAS, the undersigned, to wit: VIASYS Holdings, Inc., (hereinafter "ASSIGNEE"), a corporation duly organized and existing under the laws of Delaware and having its principal office and place of business at Millennium III, 227 Washington Street, Suite 200, Conshohocken, Pennsylvania 19428, desires to acquire the entire right, title, and interest therein;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the ASSIGNOR does hereby sell, assign, transfer and convey, and hereby set over unto ASSIGNEE, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to said inventions, applications and issued patents in all countries and jurisdictions to the full end of the terms for which said patents may be granted, to be held, used and enjoyed by, and in the name of, said ASSIGNEE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by said ASSIGNOR had this Assignment and sale not been made, including, without limitation: (i) said inventions as described in the aforesaid applications; (ii) any and all improvements, betterments and modifications of the aforesaid inventions; (iii) any and all patents issuing from the aforesaid applications; (iv) all related applications including, but not limited to, divisions, continuations, continuations-in-part, patents of addition, reissues, reexaminations, foreign counterparts and foreign equivalents thereof, and substitutions of or for said applications; (v) all foreign rights related thereto including the right to make applications for patents for said inventions in any and all foreign countries and the right to claim priority as to the filing dates of the aforesaid applications under the International Convention, Patent Cooperation Treaty, European Patent Convention and any other international treaty; and (iv) all income, royalties, damages and payments due or payable to ASSIGNOR as of the execution of this Assignment or thereafter, including, but not limited to, all claims for damages by reason of past, present or future infringement or other unauthorized use of the inventions, patent applications or patents assigned hereunder, together with the right to sue for, and collect the same.

ASSIGNOR hereby authorizes and requests the patent office of the country in which this Assignment is recorded to issue all patents issuing from the patent applications identified on SCHEDULE A to ASSIGNEE or its successors or assigns.

ASSIGNOR hereby agrees to execute any papers, provide any information and testify in any interference or litigation at the request of ASSIGNEE, its successors, assigns and legal representatives, when deemed essential to ASSIGNEE's, its successors', assigns' and legal representatives' full enjoyment, protection, enforcement and title in and to such inventions, patent applications, issued patents and rights hereby transferred.

ASSIGNOR furthermore agrees upon request of said ASSIGNEE, its successors, assigns or legal representatives, and without further remuneration, to execute any and all papers desired by said ASSIGNEE, its successors, assigns and legal representatives, for the filing and granting of the applications and patents assigned hereunder and the perfecting of title thereto in said ASSIGNEE, its successors, assigns and legal representatives.

ASSIGNOR hereby grants the ASSIGNEE's legal representatives the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the recordation rules of the patent office in which this Assignment is recorded.

ASSIGNOR hereby authorizes ASSIGNEE to update SCHEDULE A with any publication numbers, patent numbers or other information missing from SCHEDULE A.

In the event that, and only to the extent that: (i) any provision of this Assignment violates the applicable law of any country or jurisdiction in which this Assignment is recorded, registered or asserted for legal purposes; or (ii) any court of competent jurisdiction adjudges any provision of this Assignment to be invalid or unenforceable, such violation or judgment shall not affect, impair or otherwise invalidate the remainder of this Assignment in such country or jurisdiction, but shall be confined in its operation to the specific provision of this Assignment which gave rise to such violation or judgment.

EXECUTED on the following date: 18th OF JANUARY, 2005

SIGNED, SEALED AND DELIVERED by ASSIGNOR as of the date set forth above.

For Navion Biomedical Corporation:

Donald A. Kay
Printed Name

Donald A. Kay (SEAL)
Signature

PRESIDENT
Title

Notary/Witness:

On the date set forth above, before me personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his/her name hereto.

Nancy A. Wooster
Printed Name

Nancy A. Wooster
Signature



NANCY A. WOOSTER
Notary Public
Commonwealth of Massachusetts
My Commission Expires 9-29-06

SIGNED, SEALED AND DELIVERED by ASSIGNEE as of the date set forth above.

For VIASYS Holdings, Inc.:

Matthew M. Bennett
Matthew M. Bennett

Signature (SEAL)

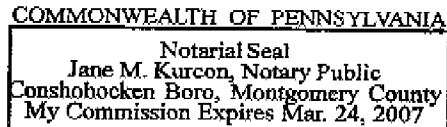
Vice President

Notary/Witness:

On the date set forth above, before me personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his/her name hereto.

Jane M. Kurcon
Printed Name

Jane M. Kurcon
Signature



SCHEDULE A**United States**

<u>Title</u>	<u>Publication Date</u>	<u>Issue Date</u>	<u>Publication No.</u>	<u>Patent No.</u>
Catheter Depth, Position and Orientation Location System		7/8/1997		5,645,065
Catheter Depth, Position and Orientation Location System		6/20/1995		5,425,367