

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Vital Sensors, Inc.	09/29/2006
RECEIVING PARTY DATA	
Name:	Vital Sensors Holding Company
Street Address:	800 East Leigh St.
City:	Richmond
State/Country:	VIRGINIA
Postal Code:	23219
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	60738980
Application Number:	60773344
Application Number:	11452920
Application Number:	11515915
CORRESPONDENCE DATA	
Fax Number:	(703)712-5279
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	703-712-5116
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Correspondent Name:	Jonathan D. Link
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Address Line 2:	Suite 1800
Address Line 4:	McLean, VIRGINIA 22102
ATTORNEY DOCKET NUMBER:	2045698-5002US
NAME OF SUBMITTER:	Jonathan D. Link

OP \$160.00 60738980

Total Attachments: 3

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PATENT ASSIGNMENT

This **PATENT ASSIGNMENT** is made as of the 29th day of September, 2006 by Vital Sensors, Inc., a company organized under the laws of the Commonwealth of Virginia, with a principal address of 800 East Leigh St., Richmond, VA 23219 ("Assignor"), in favor of Vital Sensors Holding Company, a company organized under the laws of the State of Delaware, with a principal address of 800 East Leigh St., Richmond, Va. 23219 ("Assignee").

WHEREAS, Assignor desires to convey to Assignee all rights, title and interests in and to the patents, patent applications and/or inventions identified on Schedule A (hereinafter the "Patents").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, conveys, transfers and assigns to Assignee all rights, title and interests in and to the inventions and discoveries disclosed in the Patents, including (without limitation), any continuation, division, renewal, reissue or reexamination thereof, and hereby grants to Assignee the right to apply in its own name for patents or inventor's certificates and related rights heretofore or hereafter filed for the inventions and discoveries in any and all countries, including (without limitation) all rights to claim priority based thereon, and all patents granted thereon.

2. Assignor further covenants that Assignee shall, upon Assignee's request, be provided promptly with all pertinent facts and documents relating to the Patents and any patents granted thereon, as may be known and accessible to Assignor, and Assignor shall testify as to the same in any interference, litigation or proceeding related thereto and shall promptly execute and deliver to Assignee or Assignee's legal representative any and all papers, instruments or affidavits required to apply for, protect, obtain, maintain, issue, defend and enforce the Patents, whether in the United States or any and all foreign countries and any patents granted thereon and/or for obtaining any reissue or reissues of any patent which may be granted for the inventions and perform such further acts which may be necessary or desirable to carry out the intent of this agreement as the Assignee thereof shall hereafter require and prepare at Assignee's expense.

3. The terms and provisions of this Assignment shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.


4. Nothing in this Assignment is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Assignment or any transaction contemplated by this Assignment.

5. This Assignment shall be governed by and construed and enforced in accordance with (a) the laws of the state Delaware applicable to contracts executed in and to be performed entirely within that state, without reference to conflicts of laws, provisions and (b) the Bankruptcy Code, to the extent applicable.

IN WITNESS WHEREOF, Assignor has executed this Assignment to be effective as of the date first written above.

ASSIGNOR:

VITAL SENSORS, INC.
a Virginia Corporation

By: 

Donna J. Edmonds
Title: Senior Vice President

Schedule A

US Patent Application Serial No.	Filing Date
60/738,980	November 23, 2005
60/773,344	February 15, 2006
11/452,920	June 15, 2006
11/515,915	September 6, 2006