

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/19/2004
CONVEYING PARTY DATA	
Name	Execution Date
Datex-Ohmeda, Inc.	03/19/2004
RECEIVING PARTY DATA	
Name:	Spacelabs Medical LLC
Street Address:	5150 220th Avenue SE
City:	Issaquah
State/Country:	WASHINGTON
Postal Code:	98029
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5253648
CORRESPONDENCE DATA	
Fax Number:	(949)709-3193
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	5253648_DATEXTOSPC
NAME OF SUBMITTER:	Hazim Ansari
Total Attachments: 1 source=DatextoSPC0001#page1.tif	

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT dated March 19, 2004 (this "Assignment and Assumption Agreement") is among INSTRUMENTARIUM CORPORATION, a Finland corporation ("Instrumentarium"), DATEX-OHMEDA PTY. LTD., an Australia proprietary company, SPACELABS MEDICAL PRODUCTS GmbH, an Austria Gesellschaft mit Beschränkter Haftung, DATEX-OHMEDA (CANADA), INC., a Canada corporation, SPACELABS MEDICAL INSTRUMENTS (TIANJIN) CO. LTD., a China corporation, DATEX-OHMEDA GmbH, a Germany Gesellschaft mit Beschränkter Haftung, SPACELABS MEDICAL LIMITED, a Hong Kong company, SPACELABS MEDICAL PRIVATE LTD., an India private limited company, DATEX-OHMEDA S.p.A., an Italy società per azioni, SLMD IN LIQUIDAZIONE, S.r.l., an Italy società a responsabilità limitata, SPACELABS MEDICAL, S.A. de C.V., a Mexico corporation, DATEX-OHMEDA B.V., a Netherlands bekende vlaming, DATEX-OHMEDA NORGE AS, a Norway aksje selskap, DATEX-OHMEDA PTE LTD., a Singapore corporation, DATEX-OHMEDA S.L., a Spain sociedad limitada, INSTRUMENTARIUM AB, a Sweden aktiebolag, SPACELABS MEDICAL AB, a Sweden aktiebolag, SPACELABS MEDICAL, LTD., a Taiwan company, and DATEX-OHMEDA LTD, a United Kingdom private limited company (collectively, the "Assignors"), and OSI SYSTEMS, INC., a California corporation ("Assignee").

Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement dated as of January 2, 2004 (the "Agreement") between Instrumentarium and Assignee.

WHEREAS, pursuant to the Agreement, Assignors desire to assign, transfer, convey and deliver, on a going concern basis, and Assignee desires to accept and assume, the Transferred Assets and Assumed Liabilities, all on the terms and subject to the conditions set forth herein; and

WHEREAS, this Assignment and Assumption Agreement is being executed to evidence the assignment, transfer, conveyance and delivery of Assignors' right, title and interest in and to the Transferred Assets and the assumption by Assignee of the Assumed Liabilities.

NOW, THEREFORE, pursuant to the terms of the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

- (i) Assignors do hereby sell, assign, transfer, convey and deliver unto Assignee and unto the successors and assigns of Assignee, each and all of the Transferred Assets, intending hereby to convey all of the right, title and interest of Assignors therein;
- (ii) Assignors covenant and agree to and with Assignee, its successors and assigns to do, execute, acknowledge and deliver to, or cause to be done, executed, acknowledged and delivered to, Assignee, its successors and assigns, all such further acts, deeds, assignments, transfers, conveyances and assurances that may be reasonably requested by Assignee for the better selling, assigning, transferring, conveying,