

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/12/2006

CONVEYING PARTY DATA

Name	Execution Date
Bird Products Corporation	10/12/2006

RECEIVING PARTY DATA

Name:	Viasys Holdings Inc.
Street Address:	7000 Cardinal Place
City:	Dublin
State/Country:	OHIO
Postal Code:	43017

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	5037387
Patent Number:	5308325
Patent Number:	5152756
Patent Number:	5556385
Patent Number:	5439444
Patent Number:	5562615
Patent Number:	4901716
Patent Number:	5042474
Patent Number:	5253642
Patent Number:	5592936
Patent Number:	5833275

CORRESPONDENCE DATA

Fax Number: (312)827-8185

CH \$440.00 5037387

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ATTORNEY DOCKET NUMBER:	112460-235
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NAME OF SUBMITTER:	Renato L. Smith
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Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif

ASSIGNMENT

WHEREAS, the undersigned, to wit: Bird Products Corporation (hereinafter "ASSIGNOR"), a corporation duly organized and existing under the laws of California and having its principle place of business at Millennium III, 227 Washington Street, Suite 200, Conshohocken, Pennsylvania 19428, is the lawful owner of the inventions having the following docket numbers, patent application numbers, patent numbers and registration numbers:

Attorney Docket No.	Country	Patent Appln. Serial No.	Patent / Registration No.
112460-004	United States	U.S. 09/614,360	U.S. 6,511,474
112460-037	United States	U.S. 06/469,218	U.S. 5,037,387
112460-040	United States	U.S. 07/144,470	U.S. 4,834,712
112460-041	United States	U.S. 07/291,115	U.S. 4,900,306
112460-042	United States	U.S. 07/352,092	U.S. 4,981,471
112460-043	United States	U.S. 07/646,889	U.S. 5,308,325
112460-044	United States	U.S. 07/660,536	U.S. 5,152,756
112460-045	United States	U.S. 07/732,682	U.S. Des. 338,726
112460-046	United States	U.S. 08/005,609	U.S. Des. 361,838
112460-047	United States	U.S. 08/349,897	U.S. 5,556,385
112460-048	United States	U.S. 08/233,447	U.S. 5,439,444
112460-050	United States	U.S. 08/188,637	U.S. 5,562,615
112460-051	United States	U.S. 08/346,471	U.S. 5,833,275
112460-066	France	FR 89902711.4	FR 0397794
112460-089	United States	U.S. 07/306,043	U.S. 4,901,716
112460-090	United States	U.S. 07/509,354	U.S. 5,042,474
112460-091	United States	U.S. 07/219,220	U.S. 5,046,492
112460-092	United States	U.S. 07/858,324	U.S. 5,253,642
112460-095	United States	U.S. 08/519,721	U.S. 5,592,936
112460-098	Canada	CA 2,230,616	Not Yet Issued
112460-113	United Kingdom	UK Design No. 2067574	UK Design No. 2067574
112460-175	United States	U.S. 10/315,742	U.S. 6,878,143
112460-212	United States	U.S. 11/081,153	Not Yet Issued

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 in the above table 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 the above table with any publication numbers, patent numbers or other information missing from such table.

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: OCTOBER 12, 2006

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

Assignor's Representative:

Matthew M. Bennett
Printed Name

Matthew M. Bennett (SEAL)
Signature

VP-General Counsel and Sec.
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.

Benita Coleman-Davis
Printed Name

Benita M. Coleman-Davis
Signature

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

Assignee's Representative:

Matthew M. Bennett
Printed Name

Matthew M. Bennett (SEAL)
Signature

VP-General Counsel and Sec.
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.

Benita Coleman-Davis
Printed Name

Benita M. Coleman-Davis
Signature