

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Welch Allyn, Inc.	01/26/2009
Welch Allyn Protocol, Inc.	01/26/2009
<b>RECEIVING PARTY DATA</b>	
Name:	ZOLL Medical Corporation
Street Address:	269 Mill Road
City:	Chelmsford
State/Country:	MASSACHUSETTS
Postal Code:	01824
<b>PROPERTY NUMBERS Total: 6</b>	
Property Type	Number
Application Number:	10209772
Application Number:	10876782
Application Number:	29323125
Patent Number:	6292692
Patent Number:	6243604
Patent Number:	6185456
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(617)523-1231
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-570-1909
Email:	gwilliam@goodwinprocter.com
Correspondent Name:	Patent Administrator-Goodwin Procter LLP
Address Line 1:	53 State Street, Exchange Place
Address Line 4:	Boston, MASSACHUSETTS 02109
ATTORNEY DOCKET NUMBER:	ZOLL

CH \$240.00 10209772

**500871075**

**PATENT**  
**REEL: 022746 FRAME: 0105**

NAME OF SUBMITTER:

Gregory S. William

**Total Attachments: 5**

source=ZOLL Medical Agreement#page1.tif

source=ZOLL Medical Agreement#page2.tif

source=ZOLL Medical Agreement#page3.tif

source=ZOLL Medical Agreement#page4.tif

source=ZOLL Medical Agreement#page5.tif

## PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of January 26, 2009, by and among Welch Allyn, Inc., a New York corporation ("Welch Allyn"), Welch Allyn Protocol, Inc., an Oregon corporation ("WA Protocol") and collectively with Welch Allyn, "Assignors"), and ZOLL Medical Corporation, a Massachusetts corporation ("Assignee").

WHEREAS, Assignors possess certain rights in and to, the patents and patent applications (and patents issuing on such applications) listed in Schedule A attached hereto and the invention(s) described and/or claimed in such patents and patent applications (collectively, the "Patent Rights"); and

WHEREAS, pursuant to that certain Thunderbolt Asset Purchase Agreement dated as of October 23, 2008 by and among Assignors and Assignee (the "Thunderbolt Asset Purchase Agreement"), Assignee desires to acquire an interest in the Patent Rights from Assignors;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of at least U.S. \$1,000.00, and other good and valuable consideration, including consideration agreed upon among Assignors and Assignee pursuant to the Thunderbolt Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, each Assignor has sold, assigned and transferred and by these presents does hereby sell, assign and transfer unto Assignee, its successors, assigns and legal representatives, Assignor's entire rights, titles and interests in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described and/or claimed in the Patent Rights (the "Inventions"), together with Assignor's entire rights, titles and interests in and to the Patent Rights and such patents as may issue thereon, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions and substitutions of patents and patent applications within the Patent Rights; the Inventions and the Patent Rights to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by such Assignor had this assignment and sale not been made; and each Assignor hereby conveys all of its rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. Each Assignor hereby acknowledges that this assignment, being of Assignor's entire rights, titles and interests in and to the Inventions and the Patent Rights carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee's selection and the right to procure the grant of all patents to Assignee in its own name as assignee of Assignor's entire rights, titles and interests therein;

AND, each Assignor hereby further agrees for itself and its respective successors, assigns, agents and legal representatives to execute upon request any other lawful documents and likewise to perform any other commercially reasonable acts which may be deemed necessary to secure fully the Patent Rights to Assignee, its successors, assigns and legal representatives, as well as to third parties at the request of Assignee including the execution of documents

(including, without limitation, petitions, specifications, oaths, assignments, disclaimers, declarations and affidavits) relating to non-provisional, substitution, continuation, divisional, reissue, reexamination or corresponding foreign or international patent applications within the Patent Rights, as requested by Assignee, in each instance at Assignee's expense;

AND, each Assignor hereby further agrees to use commercially reasonable efforts to provide statements or testimony of Assignor's current and former employees in any interference or other proceeding in which any of the Patent Rights may be involved, in each instance at Assignee's expense;

AND, each Assignor does hereby authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Patent Rights or patents as shall be granted upon the Patent Rights, or applications based thereon, to Assignee, its successors, assigns or legal representatives.

Assignee and Assignors also agree that multiple copies of this Assignment of Patent Rights may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignors.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized officers as of the date first written above.

ASSIGNORS:

WELCH ALLYN, INC.

By:

Name:

Title:

WELCH ALLYN PROTOCOL, INC.

By:

Name:

Title:

On this 26 day of January, 2009, before me, the undersigned Notary Public, personally appeared Julie L. Skrine, proved to me through satisfactory evidence of identification, which was/were KNOWN, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of each of Assignors and executed this document of her own free will.

Joan C. Jewell  
Signature of Notary

(Seal)

My Commission Expires: 1/3/2010

JOAN C. JEWELL  
Notary Public, State of New York  
No. 01JE6035651  
Qualified in Cayuga County  
Commission Expires January 3, 2010

[Signature Page to Patent Assignment Agreement]

ASSIGNEE:

ZOLL MEDICAL CORPORATION

By: *[Signature]*

Name: *Jonathan Bernier*

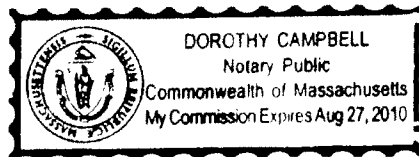
Title: *President*

On this 10 day of July, 2009, before me, the undersigned Notary Public, personally appeared *Dorothy Campbell*, proved to me through satisfactory evidence of identification, which was/were *Massachusetts License*, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his own free will.

*[Signature]*  
Signature of Notary

(Seal)

My Commission Expires: *Aug 27 2010*



[Signature Page to Patent Assignment Agreement]

## SCHEDULE A

### Patent Rights

#### Patents

Number	Description	Status
6,292,692	MEDICAL TREATMENT DEVICE WITH FUNCTIONS, OPERATED UNDER PASSCODE CONTROL	ISSUED
6,243,604	APPARATUS FOR CHARGING DEFIBRILLATOR CAPACITORS	ISSUED
6,185,456	DEFIBRILLATOR DISARM CIRCUIT UTILIZING THERMAL FEEDBACK	ISSUED

#### Published Patent Applications

Number	Description	Status
2003-0125771 A1	MULTIPHASIC DEFIBRILLATOR UTILIZING CONTROLLED ENERGY PULSES	PUBLISHED
2005-0187583 A1	DEFIBRILLATOR APPARATUS AND METHOD	PUBLISHED

#### Pending Applications

Number	Description	Status
	ORNAMENTAL DESIGN FOR -- MEDICAL MONITOR WITH A DEFIBRILLATOR (THUNDERBOLT)	PENDING

**Inventions** Redacted

