PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: **ASSIGNMENT**

CONVEYING PARTY DATA

| Name | Execution Date |
|---------------------|----------------|
| Neoventa Medical AB | 04/30/2009 |

RECEIVING PARTY DATA

| Name: | Neoventa Interim AB |
|-----------------|---------------------|
| Street Address: | Agatan 32 |
| City: | Molndal |
| State/Country: | SWEDEN |
| Postal Code: | 431 35 |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|----------------|---------|
| Patent Number: | 6658284 |

CORRESPONDENCE DATA

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NAME OF SUBMITTER: Marina F. Cunningham

Total Attachments: 3

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PATENT

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ASSIGNMENT

THIS ASSIGNMENT is effective as of the 30th day of April 2009

BETWEEN:

- (1) Neoventa Medical AB, Reg. No. 556545-0037, a company duly incorporated and organised under the laws of Sweden, with its registered address at Ågatan 32, 431 35 Mölndal, Sweden (the "Assignor"); and
- (2) Neoventa Interim AB, Reg. No. 556773-4784, a company duly incorporated and organised under the laws of Sweden, with its registered address at c/o Neoventa Medical AB, Agatan 32, 431 35 Mölndal, Sweden (the "Assignee").

WHEREAS:

- (A) The Assignor has been in the business of, inter alia, developing monitoring and management tools for improved perinatal healthcare;
- (B) By virtue of a Business Transfer Agreement dated 30th April 2009 the Assignor has agreed to sell and has sold and the Assignee has agreed to purchase and has purchased the Seller's entire business on the terms and conditions set forth in that Agreement;
- (C) The Business Transfer Agreement provides that all Assets (as defined therein) are to be transferred to the Assignee including *inter alia* the Intellectual Property Rights (as defined therein) of the Assignor;
- (D) The Intellectual Property Rights include inter alia the Patents and Patent Applications set out therein and listed in the Schedule hereto ("the Patents and Applications");
- (E) Pursuant to the Business Transfer Agreement the Assignor and the Assignee are desirous of confirming and perfecting the assignment of the Patents and Patent Applications whereby the Assignee may be recorded as the registered proprietor of each and every one of the Patents and Applications.

NOW THEREFORE:

1. In consideration of the tax book value of the Patents and Applications, the receipt and sufficiency of which is hereby acknowledged, the Assignor HEREBY ASSIGNS to the Assignee all right title and interest in and to the Patents and Applications including all Inventions described therein ("the Inventions") together with all rights of action powers and benefits to the same belonging and accrued, including without limitation the right to sue for, and be awarded, damages in respect of any acts of infringement of the Patents or Application which may have occurred prior to the date hereof TO HOLD the same unto the Assignee absolutely.

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- 2. The Assignor hereby assigns to the Assignee the right to file applications for, and be granted, patents, utility models, or other intellectual property rights in any country of the world, in respect of the Inventions, whether under national regional or international arrangements, either in the name of the Assignee or in any other name as the Assignee may desire.
- 3. The Assignor hereby agrees that pursuant to Section 7 of the Business Transfer Agreement it will if and when required by the Assignee sign execute and do all such further documents acts or things as may be necessary or desirable to enable the Assignee to procure and enjoy the full and exclusive benefit of the Inventions and the Patents and Applications and of all rights herein assigned including if required the execution of further assignments by way of confirmation of this Assignment.
- 4. This agreement shall be governed by the laws of Sweden and any dispute arising in connection herewith shall be determined in accordance with Section 16 of the Business Transfer Agreement.

This Agreement has been duly executed in two (2) original copies, of which each of the Parties has taken one copy.

IN WITNESS WHEREOF the Assignor and the Assignee have executed these presents as of the day and year first above written.

NEOVENTA MEDICAL AB

Reg. No. 556545-0037

By: Thomas Axelsson

Title: C. Tairman

NEOVENTA INTERIM AB Reg. No. 556773-4784

THE

PATENT

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Schedule

Patents and Applications

| Country | Official No. | Title | Status |
|----------------|--------------|--|---------|
| United Kingdom | 0902071.0 | Single-Use Connection System for a Fetal Electrode | Pending |
| Japan | 2000-589091 | Fetal ECG noise reduction | Pending |
| Hong Kong | 02101695.4 | Fetal ECG noise reduction | Pending |
| Japan | 2002-526268 | Fetal scalp electrode | Pending |
| United Kingdom | 0902069.4 | Fetal Electrode Assembly and Fetal Electrode | Pending |
| United Kingdom | 2342449 | Fetal ECG noise reduction | Granted |
| USA | 6658284 | Fetal ECG noise reduction | Granted |
| Israel | 143891 | Fetal ECG noise reduction | Granted |
| Poland | 199140 | Fetal ECG noise reduction | Granted |
| EPO | EP1139868 | Fetal ECG noise reduction | Granted |
| United Kingdom | EP1139868 | Fetal ECG noise reduction | Granted |
| Belgium | EP1139868 | Fetal ECG noise reduction | Granted |
| France | EP1139868 | Fetal ECG noise reduction | Granted |
| Germany | EP1139868 | Fetal ECG noise reduction | Granted |
| Netherlands | EP1139868 | Fetal ECG noise reduction | Granted |
| Portugal | EP1139868 | Fetal ECG noise reduction | Granted |
| Spain | EP1139868 | Fetal ECG noise reduction | Granted |
| Sweden | EP1139868 | Fetal ECG noise reduction | Granted |
| United Kingdom | 2370776 | Fetal scalp electrode | Granted |

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