

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|   |                                |
|---|--------------------------------|
| SUBMISSION TYPE:  | NEW ASSIGNMENT                 |
| NATURE OF CONVEYANCE:   | ASSIGNMENT                     |
| CONVEYING PARTY DATA  |                                |
| Name  | Execution Date                 |
| Uday N. Kumar   | 08/07/2012                     |
| RECEIVING PARTY DATA  |                                |
| Name:   | KUMAR AND RAO FAMILY TRUST     |
| Street Address:   | 330 Valley Street              |
| City:   | San Francisco                  |
| State/Country:  | CALIFORNIA                     |
| Postal Code:  | 94131                          |
| PROPERTY NUMBERS Total: 2   |                                |
| Property Type   | Number                         |
| Application Number:   | 13204424                       |
| Patent Number:  | 8024037                        |
| CORRESPONDENCE DATA   |                                |
| Fax Number:   | 6502127562                     |
| Phone:  | 650-212-1700                   |
| Email:  | info@shayglenn.com             |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |                                |
| Correspondent Name:   | James R. Shay                  |
| Address Line 1:   | Shay Glenn LLP                 |
| Address Line 2:   | 2755 Campus Drive, Suite 210   |
| Address Line 4:   | San Mateo, CALIFORNIA 94403    |
| ATTORNEY DOCKET NUMBER:   | 10519-700.200/300              |
| NAME OF SUBMITTER:  | James R. Shay, Reg. No. 32,062 |
| Total Attachments: 7<br>source=10519-700-200-Assignment#page1.tif   |                                |

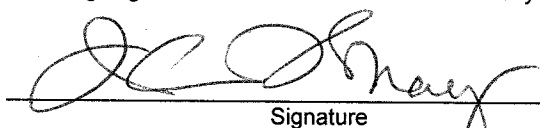
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source=10519-700-200-Assignment#page7.tif

RECORDATION FORM COVER SHEET  
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE  
PATENT AND TRADEMARK OFFICE

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

|  |  |
|--|--|
| <p>1. Name of conveying party(ies):</p> <p><b>UDAY N. KUMAR (8.7.2012)</b></p> <p>Additional name(s) of conveying party(ies) attached?</p> <p align="right"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>                              | <p>2. Name and address of receiving party(ies):</p> <p>Name: <b>KUMAR AND RAO FAMILY TRUST</b><br/> <b>330 Valley Street</b><br/> <b>San Francisco, CA 94131</b></p>   |
| <p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other</p> | <p>Name and address of receiving party(ies):</p> <p>Name:</p> <p>Street Address:</p> <p>City: State: Zip:</p> <p>Country:</p> <p>Additional name(s) &amp; address(es) attached?</p> <p align="right"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>                   |
| <p>4. Application number(s) or patent number(s):</p> <p>If this document is being filed together with a new application, the execution date of the application is:</p>   |  |
| <p>A. Patent Application No.(s) – <b>13/204,424</b></p> <p><b>“External Defibrillator”</b></p>   | <p>B. Patent No.(s) - <b>8,024,037 B2</b></p> <p><b>“External Defibrillator”</b></p>   |
| <p align="center">Additional numbers attached?      <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>   |  |
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p><b>James R. Shay</b><br/> <b>Shay Glenn LLP</b><br/> <b>2755 Campus Drive, Suite 210</b><br/> <b>San Mateo, CA 94403</b></p>                                 | <p>6. Total number of applications and patents involved: <u>  2  </u></p> <hr/> <p>7. Total fee (37 CFR 3.41):      \$80.00</p> <p><input type="checkbox"/> A check is enclosed that includes the total fee.</p> <p><input checked="" type="checkbox"/> The \$80 fee is being paid by EFS.</p> |
| <p>DO NOT USE THIS SPACE</p>   |  |
| <p>8. Statement and signature.</p> <p><i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i></p>  |  |
| <p><b>James R. Shay, Reg. No. 32,062</b></p> <p>Name of Person Signing</p>   | <div style="text-align: center;"> <br/>             Signature         </div> <div style="text-align: right;"> <p><b>August 9, 2012</b></p> <p>Date</p> </div>  |
| <p align="right">Total number of pages including cover sheet, attachments, and documents:</p>  |  |

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "**Agreement**") is effective as of August 7, 2012 (the "**Effective Date**"), by and between **Uday N. Kumar** ("**Assignor**") and the **Kumar and Rao Family Trust**, an entity having its mailing address at 330 Valley Street, San Francisco, CA 94131 ("**Assignee**").

### BACKGROUND

Assignor is the sole and exclusive owner of the Rights (as defined below); and

Assignor desires to assign Assignor's entire right, title and interest in and to the Rights to Assignee to facilitate appropriate estate planning and for the mutual covenants and agreements set forth herein.

### AGREEMENT

The parties agree as follows:

1. **Assignment of Rights to Assignee.** Assignor has developed technology related to an external defibrillator (the "**Assignor Technology**"). Assignor hereby sells, assigns, transfers and sets over, to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the following:

- (a) the Assignor Technology;
- (b) the right, title and interest in and to the provisional patents, patent applications, and patents listed on **Exhibit I** hereto, any patents issuing based on any provisional patents and patent applications listed on **Exhibit I**, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing and all reissues, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing;
- (c) all things authored, developed, made, perfected, improved, designed, engineered, acquired, produced, conceived or first reduced to practice by Assignor or any of its employees or agents that are embodied in, derived from, conceived directly from, or otherwise comprising the Assignor Technology, in each case, at any stage of development, including, without limitation, modifications, enhancements, designs, concepts, techniques, methods, ideas, flow charts, coding sheets, notes and all other information relating to the Assignor Technology; and
- (d) all other intellectual or intangible property comprising the Assignor Technology, whether pending, applied for or issued, whether filed in the United States or in other countries and all rights with respect to any of the foregoing, together with all associated goodwill;

together, in each case, with all claims for damages by reason of past, present, or future infringement thereof, with the right to sue for, and collect the same for Assignee's own use and enjoyment, the same to be held and enjoyed by Assignee for its own use, and the use of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made (collectively, (a) through (d), the "**Rights**").

2. **Further Assurances; Instruction to Patent Commissioner.**

(a) Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns that Assignor will, at the cost and expense of Assignee, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the recordation of this assignment of the Rights to Assignee.

(b) Assignor hereby requests the Commissioner of Patents to issue, to Assignee, any and all Letters Patent of the United States arising from such Rights for the use and behalf of Assignee, its successors, legal representatives, and assigns.

3. **Warranties and Disclaimer.**

(a) Assignor warrants that, as of the Effective Date, (i) Assignor is the sole and lawful owner of the Rights, (ii) Assignor has not previously assigned or granted any rights in the Rights, and (iii) Assignor does not own or control any patents or patent applications the claims of which would dominate any practice of the Rights.

(b) **DISCLAIMER.** EXCEPT AS PROVIDED IN SECTION 3(a), THE RIGHTS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, AND ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY THAT THE PRACTICE OF THE RIGHTS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.

4. **LIMITATION OF LIABILITY.** IN NO EVENT WILL ANY PARTY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING HEREUNDER OR IN CONNECTION HERewith. IN NO EVENT SHALL ASSIGNOR'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT AND/OR IN CONNECTION WITH ITS SUBJECT MATTER EXCEED THE CONSIDERATION PAID HEREUNDER TO ASSIGNOR BY ASSIGNEE, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS IN THIS SECTION 4 WILL NOT APPLY TO ASSIGNOR'S LIABILITY IN CONNECTION WITH A BREACH OF ASSIGNOR'S EXPRESS WARRANTY IN SECTION 3(a).

5. **General.**

(a) This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

(b) No amendment or modification of this Agreement is binding on the parties unless made in a writing executed by duly authorized representatives of the parties.

(c) This Agreement will be interpreted and construed, and all disputes hereunder shall be resolved, in accordance with applicable U.S. federal law and the laws of the State of California, excluding any choice of law rules that would direct the application of the laws of another jurisdiction. The parties consent to the exclusive jurisdiction and venue of the California state courts located in Santa Clara County, California, and the U.S. federal courts serving the Northern District of California, in connection with any dispute arising hereunder or in connection with the subject matter hereof. Each party waives any right that it may have to claim that any such court lacks jurisdiction or that such forum is not convenient.

(d) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

(e) In the event any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provisions hereof, and this Agreement will be construed as if such invalid or illegal or unenforceable provision(s) had never been part of this Agreement.

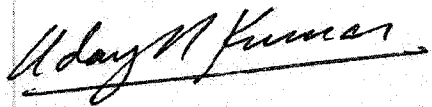
(f) This Agreement, together with any assignments referred to herein, embodies the entire understanding of the parties with respect to the subject matter hereof, and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to this subject matter.

*(Remainder of page intentionally left blank)*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the Effective Date.

**"ASSIGNOR"**

Uday N. Kumar

A handwritten signature in black ink, appearing to read "Uday N. Kumar", is written over a horizontal line.

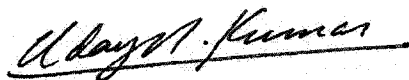
*Intellectual Property Assignment Agreement*

**PATENT**  
**REEL: 028760 FRAME: 0519**

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the Effective Date.

**“ASSIGNEE”**

Kumar and Rao Family Trust

Signed: 

Name: Uday N. Kumar

Title: Trustee



**EXHIBIT I**

**ASSIGNED PATENTS**

- U.S. Patent No. 8,024,037 B2, issued September 20, 2011
- U.S. Patent Application 13/204,424