

PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CardioNet, Inc.	12/31/2012

RECEIVING PARTY DATA

Name:	Braemar Manufacturing, LLC
Street Address:	1285 Corporate Center Drive
City:	Eagan
State/Country:	MINNESOTA
Postal Code:	55121

PROPERTY NUMBERS Total: 36

Property Type	Number
Patent Number:	6569095
Patent Number:	6801137
Patent Number:	6694177
Patent Number:	RE43767
Patent Number:	6665385
Patent Number:	7130396
Patent Number:	8290129
Patent Number:	6664893
Patent Number:	7002468
Patent Number:	6957107
Patent Number:	5959529
Patent Number:	6225901
Patent Number:	6940403
Patent Number:	7587237
Application Number:	11894310

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Patent Number:	7194300
Patent Number:	7941207
Patent Number:	7212850
Patent Number:	7907956
Application Number:	13046673
Patent Number:	7099715
Application Number:	11004311
Application Number:	11734644
Patent Number:	7996075
Patent Number:	7729753
Patent Number:	D634431
Patent Number:	D621048
Patent Number:	8200319
Application Number:	12370090
Application Number:	12425361
Application Number:	12413290
Patent Number:	D659836
Application Number:	13287949
Application Number:	13287968
Application Number:	13290952
Application Number:	13408945

**CORRESPONDENCE DATA**

Fax Number: 6178970998  
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ATTORNEY DOCKET NUMBER:	131808-011300
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NAME OF SUBMITTER:	David J. Dykeman
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Total Attachments: 9  
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**INTELLECTUAL PROPERTY**  
**CONTRIBUTION AND ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY CONTRIBUTION AND ASSIGNMENT AGREEMENT (this "Agreement") is effective as of December 31, 2012, by and among CardioNet, Inc., a Delaware corporation ("CardioNet") and Braemar Manufacturing, LLC, a Delaware limited liability company ("Braemar").

**WHEREAS**, CardioNet currently owns 100% of the outstanding limited liability company interests of Braemar;

**WHEREAS**, CardioNet desires to contribute and assign all of its right title and interest in and to the intellectual property assets set forth on Schedule A attached hereto (the "Contributed IP") to Braemar (the "Contribution"); and

**WHEREAS**, Braemar desires to accept the Contribution.

**NOW, THEREFORE**, the undersigned, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

1. Contribution. CardioNet hereby contributes and assigns all of its right, title and interest in and to the Contributed IP, including specifically, but without limitation, (i) any patent applications and inventions set forth in Schedule A; (ii) any registered and pending trademark applications and registrations, common law trademarks and service marks set forth in Schedule A together with the ongoing and existing business and goodwill associated therewith; and (iii) any copyrights, copyright registrations, and copyrightable subject matter set forth in Schedule A, and any registrations and applications therefor, any renewals and extension of the registrations and all other corresponding rights that are of may be secured under the laws of the United States, its territories and possessions, and all foreign countries, now or hereafter in effect, for Braemar's own use and enjoyment, and for the use and enjoyment of Braemar's successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by CardioNet if this Contribution had not been made, together with any income, royalties or payments due or payable as of the date hereof or thereafter which come into the possession of CardioNet, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Contributed IP, with the right to sue for and collect the same for Braemar's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. USPTO Assignment. CardioNet hereby requests the Commissioner of Patents and Trademarks and the Register of Copyrights to record, as applicable, Braemar as the assignee and owner of the Contributed IP as set forth on Schedule A.

3. Future Cooperation. Each of the parties hereto agrees to cooperate at all times from and after the date hereof with respect to all of the matters described herein, and to execute such other documents and take all such other action as may be reasonably requested for the purpose of giving effect to, or evidencing or giving notice of, the transactions contemplated by this Agreement.

4. Binding Effect; Amendments. This Agreement is being executed by Braemar and CardioNet and shall be binding upon each of Braemar and CardioNet, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof. No amendment to this Agreement shall be binding upon any party unless it is in writing and signed by all of the parties hereto. This Agreement supersedes any prior agreements between the parties concerning the subject matter herein.

5. Assignment. No party may assign any of its right or delegate any of its duties under this Agreement without first obtaining the written consent of the other parties hereto.

6. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties agree that the delivery of this Agreement may be effected by means of an exchange of facsimile or electronically transferred signatures.

7. Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the undersigned have set their hands to this Agreement on the date first written above.

CARDIONET, INC.

By: 

Name: Peter Ferola

Title: Senior Vice President & Secretary

BRAEMAR MANUFACTURING, LLC

By: 

Name: Peter Ferola

Title: Vice President and Secretary

[Signature Page to Contribution and Assignment Agreement]

**Exhibit A**  
**Contributed IP**

COUNTRY	TYPE	FILE DATE	SERIAL NO	ISSUE DATE	PATENT NO	STATUS
<b>ADAPTIVE SELECTION OF A WARNING LIMIT IN PATIENT MONITORING</b> PHILIP N. EGGERS						
UNITED STATES	UTL	4/23/2001	09/841,153	5/27/2003	6,569,095	ISSUED
AUSTRALIA	UTL	4/22/2002	2002338433	8/28/2006	2002338433	ISSUED
CANADA	UTL	4/22/2002	2444741	11/13/2007	2444741	ISSUED
GERMANY	UTL	4/22/2002	02764319.6	12/1/2010	1381309	ISSUED
EUROPEAN PATEN	UTL	4/22/2002	02764319.6	12/1/2010	1381309	ISSUED
EUROPEAN PATEN	UTL	4/22/2002	10178619.2			PUBLISHED
SPAIN	UTL	4/22/2002	02764319.6	12/1/2010	1381309	ISSUED
FRANCE	UTL	4/22/2002	02764319.6	12/1/2010	1381309	ISSUED
UNITED KINGDOM	UTL	4/22/2002	02764319.6	12/1/2010	1381309	ISSUED
ITALY	UTL	4/22/2002	02764319.6	12/1/2010	1381309	ISSUED
SOUTH KOREA	UTL	4/22/2002	2003 -7013868			PENDING
<b>BIDIRECTIONAL COMMUNICATION BETWEEN A SENSOR UNIT AND A MONITOR UNIT IN PATIENT MONITORING</b> PHILIP N. EGGERS						
UNITED STATES	UTL	4/23/2001	09/841,134	10/5/2004	6,801,137	ISSUED
AUSTRALIA	UTL	4/22/2002	2002316043	12/14/2006	2002316043	ISSUED
CANADA	UTL	4/22/2002	2444957	1/26/2010	2444957	ISSUED
GERMANY	UTL	4/22/2002	02746316.5	7/7/2010	1415289	ISSUED
EUROPEAN PATEN	UTL	4/22/2002	02746316.5	7/7/2010	1415289	ISSUED
EUROPEAN PATEN	UTL	4/22/2002	10006965.7			PUBLISHED
SPAIN	UTL	4/22/2002	02746316.5	7/7/2010	1415289	ISSUED
FRANCE	UTL	4/22/2002	02746316.5	7/7/2010	1415289	ISSUED
UNITED KINGDOM	UTL	4/22/2002	02746316.5	7/7/2010	1415289	ISSUED
ITALY	UTL	4/22/2002	02746316.5	7/7/2010	1415289	ISSUED
<b>CONTROL OF DATA TRANSMISSION BETWEEN A REMOTE MONITORING UNIT AND A CENTRAL UNIT</b> PHILIP N. EGGERS, LON M. SEVERE						
UNITED STATES	UTL	4/23/2001	09/841,152	2/17/2004	6,694,177	ISSUED
AUSTRALIA	UTL	4/22/2002	2002338434	8/17/2006	2002338434	ISSUED

COUNTRY	TYPE	FILE DATE	SERIAL NO	ISSUE DATE	PATENT NO	STATUS
CANADA	UTL	4/22/2002	2444884	6/30/2009	2444884	ISSUED
GERMANY	UTL	4/22/2002	02764321.2	11/4/2009	1381310	ISSUED
EUROPEAN PATEN	UTL	4/22/2002	02764321.2	11/4/2009	1381310	ISSUED
SPAIN	UTL	4/22/2002	02764321.2	11/4/2009	1381310	ISSUED
FRANCE	UTL	4/22/2002	02764321.2	11/4/2009	1381310	ISSUED
UNITED KINGDOM	UTL	4/22/2002	02764321.2	11/4/2009	1381310	ISSUED
ITALY	UTL	4/22/2002	02764321.2	11/4/2009	1381310	ISSUED
JAPAN	UTL	4/22/2002	2002-582787	11/4/2005	3738009	ISSUED
UNITED STATES	UTL	5/5/2010	12/774,026	10/23/2012	RE43,767	ISSUED
<b>MEDICAL MONITORING SYSTEM HAVING MULTIPATH COMMUNICATIONS CAPABILITY</b> BOBBY E. ROGERS, WILLIAM R. MARABLE, PHILIP N. EGGERS						
UNITED STATES	UTL	4/23/2001	09/841,133	12/16/2003	6,665,385	ISSUED
UNITED STATES	UTL	12/15/2003	10/737,193	10/31/2006	7,130,396	ISSUED
UNITED STATES	UTL	10/31/2006	11/591,180	10/16/2012	8,290,129	ISSUED
AUSTRALIA	UTL	4/22/2002	2002303454	11/2/2006	2002303454	ISSUED
GERMANY	UTL	4/22/2002	02731477.2	4/14/2010	1382025	ISSUED
GERMANY	UTL	4/22/2002	10155220.6	8/29/2012	60243633.8	ISSUED
EUROPEAN PATEN	UTL	4/22/2002	02731477.2	4/14/2010	1382025	ISSUED
EUROPEAN PATEN	UTL	4/22/2002	10155220.6	8/29/2012	2343007	ISSUED
SPAIN	UTL	4/22/2002	02731477.2	4/14/2010	1382025	ISSUED
SPAIN	UTL	4/22/2002	10155220.6	8/29/2012	2343007	ISSUED
FRANCE	UTL	4/22/2002	02731477.2	4/14/2010	1382025	ISSUED
FRANCE	UTL	4/22/2002	10155220.6	8/29/2012	2343007	ISSUED
UNITED KINGDOM	UTL	4/22/2002	02731477.2	4/14/2010	1382025	ISSUED
UNITED KINGDOM	UTL	4/22/2002	10155220.6	8/29/2012	2343007	ISSUED
ITALY	UTL	4/22/2002	02731477.2	4/14/2010	1382025	ISSUED
ITALY	UTL	4/22/2002	10155220.6	8/29/2012	2343007	ISSUED
<b>METHOD FOR CONTROLLING ACCESS TO MEDICAL MONITORING DEVICE SERVICE</b> DOUG C. EVELAND, WILLIAM R. MARABLE, BOBBY E. ROGERS						
UNITED STATES	UTL	4/23/2001	09/841,154	12/16/2003	6,664,893	ISSUED
UNITED STATES	UTL	12/5/2003	10/728,631	2/21/2006	7,002,468	ISSUED



COUNTRY	TYPE	FILE DATE	SERIAL NO	ISSUE DATE	PATENT NO	STATUS
AUSTRALIA	UTL	4/22/2002	2002338474	12/7/2006	2002338474	ISSUED
CANADA	UTL	4/22/2002	2444953	10/21/2008	2444593	ISSUED
EUROPEAN PATEN	UTL	4/22/2002	02764320.4	6/21/2006	1407415	ISSUED
UNITED KINGDOM	UTL	4/22/2002	02764320.4	6/21/2006	1407415	ISSUED
<b>METHOD AND APPARATUS FOR MONITORING AND COMMUNICATING WITH AN IMPLANTED MEDICAL DEVICE</b> BOBBY E. ROGERS, LON M. SEVERE, PHILIP N. EGGERS						
UNITED STATES	UTL	3/13/2002	10/099,929	10/18/2005	6,957,107	ISSUED
<b>REPROGRAMMABLE REMOTE SENSOR MONITORING SYSTEM</b> KARL A. KAIL, IV						
UNITED STATES	UTL	3/7/1997	08/813,846	9/28/1999	5,959,529	ISSUED
UNITED STATES	UTL	7/20/1999	09/357,689	5/1/2001	6,225,901	ISSUED
UNITED STATES	UTL	11/12/2002	10/293,463	9/6/2005	6,940,403	ISSUED
EUROPEAN PATEN	UTL	3/5/1998	98910106.8			PUBLISHED
<b>BIOLOGICAL SIGNAL MANAGEMENT</b> ERIC BAUMANN, LEV KORZINOV						
UNITED STATES	UTL	2/2/2004	10/770,702	9/8/2009	7,587,237	ISSUED
UNITED STATES	UTL	8/20/2007	11/894,3 10			PUBLISHED
<b>CARDIAC MONITORING</b> LEV KORZINOV						
UNITED STATES	UTL	1/21/2004	10/762,887	3/20/2007	7,194,300	ISSUED
UNITED STATES	UTL	2/12/2007	11/674,053	5/10/2011	7,941,207	ISSUED
AUSTRALIA	UTL	1/21/2005	2005208762	11/13/2008	2005208762	ISSUED
CANADA	UTL	1/21/2005	2550573			ALLOWED
CHINA	UTL	1/21/2005	200580002829.4	7/4/2012	ZL200580002829.4	ISSUED
CHINA	UTL	1/21/2005	201210154179.7			PUBLISHED
EUROPEAN PATEN	UTL	1/21/2005	05711728.5			PUBLISHED
JAPAN	UTL	1/21/2005	2006-547636	10/8/2010	4602354	ISSUED
<b>SYSTEM AND METHOD FOR PROCESSING AND PRESENTING ARRHYTHMIA INFORMATION TO FACILITATE HEA</b> ERIC N. PRYSTOWSKY, M.D., LEV KORZINOV, ERIC BAUMANN, SCOTT DENIS, MANUEL E. JAIME, JUSTIN JAMES						
UNITED STATES	UTL	1/16/2004	10/760,122	5/1/2007	7,212,850	ISSUED

COUNTRY	TYPE	FILE DATE	SERIAL NO	ISSUE DATE	PATENT NO	STATUS
UNITED STATES	UTL	4/23/2007	11/739,037	3/15/2011	7,907,996	ISSUED
UNITED STATES	UTL	3/11/2011	13/046,673			PUBLISHED
AUSTRALIA	UTL	1/16/2004	2004305423	7/9/2009	2004305423	ISSUED
CANADA	UTL	1/16/2004	2544926			PENDING
CANADA	UTL	1/16/2004	2683198			PENDING
EUROPEAN PATEN	UTL	1/16/2004	04702945.9			PUBLISHED
JAPAN	UTL	1/16/2004	2006-541106	1/28/2011	4674212	ISSUED
JAPAN	UTL	1/16/2004	2009-226039	3/9/2012	4944934	ISSUED
JAPAN	UTL	1/16/2004	2010-85641	3/9/2012	4944973	ISSUED
<b>DISTRIBUTED CARDIAC ACTIVITY MONITORING WITH SELECTIVE FILTERING</b> LEV KORZINOV, DAVE CHURCHVILLE, ZACH CYBULSKI						
UNITED STATES	UTL	2/17/2004	10/781,045	8/29/2006	7,099,715	ISSUED
AUSTRALIA	UTL	2/16/2005	2005214936	9/23/2010	2005214936	ISSUED
CANADA	UTL	2/16/2005	2553190			ALLOWED
CHINA	UTL	2/16/2005	200580002798.2	5/18/2011	ZL 200580002798.2	ISSUED
EUROPEAN PATEN	UTL	2/16/2005	05713679.8			ALLOWED
JAPAN	UTL	2/16/2005	2006-547638	4/28/2011	4734260	ISSUED
<b>CONTROLLING ACCESS TO A MEDICAL MONITORING SYSTEM</b> DOUG C. EVELAND						
UNITED STATES	UTL	12/2/2004	11/004,311			PUBLISHED
UNITED STATES	UTL	4/12/2007	11/734,644			PUBLISHED
AUSTRALIA	UTL	12/2/2005	2005311702	11/26/2009	2005311702	ISSUED
CANADA	UTL	12/2/2005	2,586,862			PENDING
EUROPEAN PATEN	UTL	12/2/2005	05852771.4			PUBLISHED
HONG KONG	UTL	12/2/2005	08101704.7			PUBLISHED
<b>MONITORING PHYSIOLOGICAL ACTIVITY USING PARTIAL STATE SPACE RECONSTRUCTION</b> LEV KORZINOV, MICHAEL KREMLIOVSKY						
UNITED STATES	UTL	3/15/2005	11/081,401	8/9/2011	7,996,075	ISSUED
AUSTRALIA	UTL	10/18/2005	2005295313	4/8/2010	2005295313	ISSUED
CANADA	UTL	10/18/2005	2584503			PENDING
CHINA	UTL	10/18/2005	200580040134.5	6/16/2010	ZL 200580040134.5	ISSUED

COUNTRY	TYPE	FILE DATE	SERIAL NO	ISSUE DATE	PATENT NO	STATUS
GERMANY	UTL	10/18/2005	05812760.6	9/19/2012	602005036222.3	ISSUED
EUROPEAN PATEN	UTL	10/18/2005	05812760.6	9/19/2012	1802230	ISSUED
EUROPEAN PATEN	UTL	10/18/2005	11191820.7			PUBLISHED
SPAIN	UTL	10/18/2005	05812760.6	9/19/2012	1802230	ISSUED
FRANCE	UTL	10/18/2005	05812760.6	9/19/2012	1802230	ISSUED
UNITED KINGDOM	UTL	10/18/2005	05812760.6	9/19/2012	1802230	ISSUED
ITALY	UTL	10/18/2005	05812760.6	9/19/2012	1802230	ISSUED
<b>AUTOMATED ANALYSIS OF A CARDIAC SIGNAL BASED ON DYNAMICAL CHARACTERISTICS OF THE CARDIAC SI</b> MICHAEL KREMLIOVSKY, LEV KORZINOV						
UNITED STATES	UTL	3/14/2006	11/376,603	6/1/2010	7,729,753	ISSUED
EUROPEAN PATEN	UTL	3/13/2007	07758468.8			PUBLISHED
HONG KONG	UTL	3/13/2007	09104742.4			PUBLISHED
<b>PORTABLE HEART MONITOR</b> LON M. SEVERE, LAURENT F. DUBE, PHILLIP S. LAMB						
UNITED STATES	DES	1/23/2008	29/302,738	3/15/2011	D634,431	ISSUED
UNITED STATES	DES	11/23/2009	29/350,778	8/3/2010	D621,048	ISSUED
<b>LOCATING FIDUCIAL POINTS IN A PHYSIOLOGICAL SIGNAL</b> YACHUAN PU, CHARLES GROPPER, DONGPING LIN						
UNITED STATES	UTL	2/10/2009	12/368,976	6/12/2012	8,200,319	ISSUED
CANADA	UTL	2/9/2010	2752012			PENDING
EUROPEAN PATEN	UTL	2/9/20 10	10741634.9			PUBLISHED
<b>DETECTING SLEEP DISORDERS USING HEART ACTIVITY</b> YACHUAN PU, CHARLES GROPPER, DONGPING LIN						
UNITED STATES	UTL	2/12/2009	12/370,090			PUBLISHED
CANADA	UTL	2/12/2010	2752154			PENDING
EUROPEAN PATEN	UTL	2/12/2010	10741786.7			PUBLISHED
<b>CARDIAC ARRHYTHMIA REPORT</b> ANNA MCNAMARA, JONATHAN NEWBROUGH, CHARLES GROPPER, AARON GODLMUNTZ, YACHUAN PU						
UNITED STATES	UTL	4/16/2009	12/425,361			PUBLISHED
<b>AMBULATORY AND CENTRALIZED PROCESSING OF A PHYSIOLOGICAL SIGNAL</b> DONGPING LIN						
UNITED STATES	UTL	3/27/2009	12/413,290			PUBLISHED

COUNTRY	TYPE	FILE DATE	SERIAL NO	ISSUE DATE	PATENT NO	STATUS
AUSTRALIA	UTL	3/26/2010	2010229731			PENDING
CANADA	UTL	3/26/2010	2757194			PENDING
EUROPEAN PATEN	UTL	3/26/20 10	10756952.7			PUBLISHED
<b>PORTABLE HEART MONITOR</b> DOUGLAS BENSCH, JOSEPH KENNELLY-ULLMAN						
UNITED STATES	DES	12/29/2009	29/352,919	5/15/2012	D659,836	ISSUED
<b>MEDICAL DATA COLLECTION APPARATUS</b> ERICH VLACH, ANNA MCNAMARA, CHARLES GROPPER						
UNITED STATES	UTL	11/2/2011	13/287,949			PUBLISHED
WIPO	UTL	11/2/2011	PCT/US2011/0589			PUBLISHED
<b>MEDICAL DATA COLLECTION APPARATUS</b> ERICH VLACH, CHARLES GROPPER						
UNITED STATES	UTL	11/2/2011	13/287,968			PUBLISHED
WIPO	UTL	11/2/2011	PCT/US2011/0589			PUBLISHED
<b>VENTRICULAR FIBRILLATION DETECTION</b> RADOUANE BOUGUERRA						
UNITED STATES	UTL	11/7/2011	13/290,952			PENDING
WIPO	UTL	3/23/2012	PCT/US2012/0303			PENDING
<b>CONNECTOR INTERFACE SYSTEM FOR DATA ACQUISITION</b> ERICH VLACH						
UNITED STATES	UTL	2/29/2012	13/408,945			PENDING
WIPO	UTL	3/23/2012	PCT/US2012/0303			PENDING