

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2872270

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	CAREFUSION 209, INC.	04/20/2012
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	NATUS MEDICAL INCORPORATED	
<b>Street Address:</b>	1501 INDUSTRIAL ROAD	
<b>City:</b>	SAN CARLOS	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	94070	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	8076580	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(415)293-8001	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	4152938436	
<b>Email:</b>	MATHEW@TEMMERMANLAW.COM	
<b>Correspondent Name:</b>	MATHEW J. TEMMERMAN	
<b>Address Line 1:</b>	ONE MARKET STREET, SPEAR TOWER	
<b>Address Line 2:</b>	36TH FLOOR	
<b>Address Line 4:</b>	SAN FRANCISCO, CALIFORNIA 94105	
<b>ATTORNEY DOCKET NUMBER:</b>	103.624	
<b>NAME OF SUBMITTER:</b>	MATHEW J. TEMMERMAN	
<b>SIGNATURE:</b>	/Mathew J Temmerman/	
<b>DATE SIGNED:</b>	05/27/2014	
<b>Total Attachments: 4</b>		
source=120420 Assignment CareFusion 209 to Natus 103.633#page1.tif		
source=120420 Assignment CareFusion 209 to Natus 103.633#page2.tif		
source=120420 Assignment CareFusion 209 to Natus 103.633#page3.tif		
source=120420 Assignment CareFusion 209 to Natus 103.633#page4.tif		

**SHARE AND ASSET PURCHASE AGREEMENT**

**by and between**

**CareFusion 303, Inc.,**

**CareFusion 2200, Inc.**

**and**

**Natus Medical Incorporated**

**April 20, 2012**

## SHARE AND ASSET PURCHASE AGREEMENT

This Share and Asset Purchase Agreement (the "Agreement") is made as of April 20, 2012, by and between CareFusion 303, Inc., a Delaware corporation ("CFN 303"), and CareFusion 2200, Inc., a Delaware corporation ("CFN 2200"), and together with CFN 303, the "Sellers", and Natus Medical Incorporated, a Delaware corporation (the "Purchaser").

The Sellers, either directly or through certain of their Affiliates (as defined below), including the Acquired Companies (as defined below), are engaged in the Business (as defined below). This Agreement contemplates the sale and transfer to the Purchaser of certain of the assets and liabilities relating to the Business, including the shares or other equity securities of the Acquired Companies.

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual provisions set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### ARTICLE 1 DEFINITIONS AND CONSTRUCTION

Section 1.1      Definitions. For the purposes of this Agreement and the Ancillary Agreements:

"Accounts Payable" means all current trade accounts payable and other payment obligations to suppliers of the Acquired Companies (whether relating to the Business or any other business) and the obligation in respect of all security for such accounts and payment obligations, including all trade accounts payable representing amounts payable in respect of goods shipped or products sold or services rendered, and any obligations or Liability related to any of the foregoing, except for the Intercompany Payables.

"Accounts Receivable" means all notes and accounts receivable, including all trade accounts receivable and other rights to payment, from customers of the Acquired Companies (whether relating to the Business or any other business) and the full benefit of all security for such accounts or rights to payment, except for the Intercompany Receivables.

"Acquired Companies" means, collectively, CareFusion U.K. 240 Limited, CareFusion Manufacturing Ireland 241 Limited and CareFusion 209, Inc.

"Acquired Company Intellectual Property" means any Intellectual Property used primarily in the operation of the Business as presently conducted by the Acquired Companies.

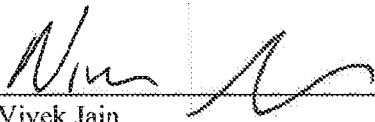
"Acquired Software" means those items listed in Section 1.1(a) of the Seller Disclosure Schedule.

"Affiliate" means, with respect to a specified Person, a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the specified Person. For purposes of this definition, the term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

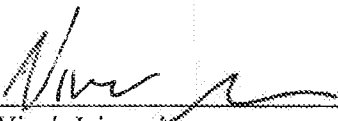
"Affiliated Group" means a group of corporations with which any Acquired Company has filed consolidated, combined, unitary or similar Tax Returns.

The parties have executed and delivered this Agreement as of the date indicated in the first sentence of this Agreement.

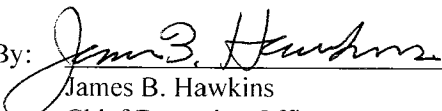
**CAREFUSION 303, INC.**

By:   
Vivek Jain  
President - Procedural Solutions

**CAREFUSION 2200, INC.**

By:   
Vivek Jain  
President - Procedural Solutions

**NATUS MEDICAL INCORPORATED**

By:   
James B. Hawkins  
Chief Executive Officer

[Signature Page to Share and Asset Purchase Agreement – Project Needle]