

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4007815

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GENERAL ELECTRIC COMPANY	12/23/2013
RECEIVING PARTY DATA	
Name:	CAREFUSION CORPORATION
Street Address:	3750 TORREY VIEW COURT
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92130
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14481828
CORRESPONDENCE DATA	
Fax Number:	(949)851-9348
<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>	
Phone:	949-851-0633
Email:	aespinoza@mwe.com, mweipdocket@mwe.com
Correspondent Name:	M. TODD HALES
Address Line 1:	MCDERMOTT WILL & EMERY LLP
Address Line 2:	4 PARK PLAZA, SUITE 1700
Address Line 4:	IRVINE, CALIFORNIA 92614-2559
ATTORNEY DOCKET NUMBER:	080625-0688
NAME OF SUBMITTER:	M. TODD HALES, REG. NO. 60,472
SIGNATURE:	/M. Todd Hales/
DATE SIGNED:	08/15/2016
Total Attachments: 13	
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PATENT ASSIGNMENT

WHEREAS, General Electric Company, a New York corporation, having a place of business at 1 River Road, Schenectady, New York, 12345 U.S.A. ("Assignor") and CareFusion Corporation, a Delaware Corporation, having a place of business at 3750 Torrey View Court, San Diego, California, 92130 ("Assignee") have entered into that certain Master Purchase Agreement ("Purchase Agreement"), dated November 18, 2013, which contemplates the assignment and transfer by Assignor and certain of its Affiliates to Assignee the Acquired Assets, including, without limitation, the patents and the patent applications set forth on Exhibit A attached hereto (collectively, the "Patents"), upon the terms, and subject to the conditions, set forth in the Purchase Agreement and this Patent Assignment, entered into by and between Assignor and Assignee, as of the date set forth below (this "Assignment").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Purchase Agreement, the payment of \$1 USD from Assignee to Assignor, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows, effective December 30, 2013:

1. Assignment. Assignor, on behalf of itself and its Subsidiaries (defined below), does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, all of Assignor's right, title, and interest in and to the Patents as set forth in the above-mentioned Exhibit A, including the right of priority to the Patents together with all rights to income, royalties, and license fees deriving from the Patents.

2. Assistance. UPON SAID CONSIDERATIONS, Assignor hereby agrees with the said Assignee that Assignor will, upon Assignee's reasonable request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as is reasonably necessary to perfect the Assignee's enjoyment of these grants, and render necessary assistance in perfecting and in enforcing any rights in the Patents (such assistance may include, for example, giving testimony in proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits as provided herein), it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of Assignor and Assignee.

3. General.

3.1. Governing Law; Submission to Jurisdiction. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, including Sections 5-1401 and 5-1402 of the New York General Obligations Law, without reference to choice of law rules to the extent that such rules would require or permit the application of the laws of another jurisdiction. Any action or proceeding between Assignee and Assignor to enforce any award of the arbitrators pursuant to Section 3.6 or the provisions set forth in Section 3.6, and any action for injunctive relief, will be brought exclusively in any state or federal court having subject matter jurisdiction in the County of New York, State of New York. Each of the parties hereto submits to the exclusive jurisdiction of any state or federal court sitting in the County of New York of the City of New York in any action or proceeding arising out of or relating to this Assignment and agrees that all claims in respect of the action or

proceeding may be heard and determined in any such court. Each of the parties hereto waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto.

3.2. Severability. If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced under any law or as a matter of public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties to this Assignment shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Assignment be consummated as originally contemplated to the greatest extent possible.

3.3. Entire Agreement. This Assignment, together with the Purchase Agreement, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements and undertakings, both written and oral, between or on behalf of the parties with respect to the subject matter hereof. In the event of a conflict between a provision of this Assignment and a provision in the Purchase Agreement, the provision in the Purchase Agreement will control.

3.4. Amendment. No provision of this Assignment may be amended or modified except by a written instrument signed by the parties. No waiver by any party of any provision hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by either party of a breach of any provision of this Assignment shall not operate or be construed as a waiver of any other subsequent breach.

3.5. Counterparts. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile shall be as effective as delivery of a manually executed counterpart of this Assignment.

3.6. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Assignment or the validity, interpretation, breach or termination of any provision of this Assignment (“Dispute”) shall be resolved in accordance with Exhibit B.

3.7. Headings. All headings used in this Assignment are for convenience of reference only. They will not limit or extend the meaning of any provision of this Assignment, and will not be relevant in interpreting any provision of this Assignment.

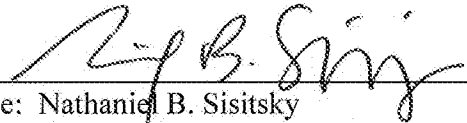
3.8. Definitions. Unless otherwise defined herein, all capitalized terms used herein have the meanings ascribed to such terms in the Purchase Agreement. As used in this Assignment, a “Subsidiary” of a party means any person or entity, which is controlled by, or is such party at any time during the term of this Assignment or thereafter, where “control” means ownership of fifty percent (50%) or more of the outstanding voting securities.

[Signature Pages Follow]

IN TESTIMONY WHEREOF, I hereunto set my hand this 27 day of December,
20 13.

"Assignee"

CareFusion Corporation,
a Delaware corporation

By: 

Name: Nathaniel B. Sisitsky

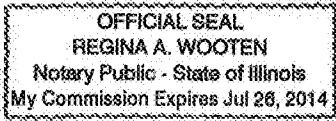
Title: VP and AGC, Corporate Governance &
Securities and M&A and Assistant Secretary

[Signature Page to Patent Assignment]

PATENT
REEL: 039438 FRAME: 0745

State of Illinois
County of Cook

This instrument was acknowledged before me on December 27, 2013 by Nathaniel B. Sisitsky as VP and AGC, Corporate Governance & Securities and M&A and Assistant Secretary of CareFusion Corporation.



(Seal)

A handwritten signature in cursive script, appearing to read "Regina A. Wooten", written over a horizontal line.

(Signature of Notary Public)

2013

IN TESTIMONY WHEREOF, I hereunto set my hand this 23rd day of December,

“Assignor”

General Electric Company,
a New York corporation
on behalf of itself and its Subsidiaries

By: *Anne M Lynch*
Name: Anne Lynch
Title: Vice President

STATE OF Wisconsin }
COUNTY OF Milwaukee }

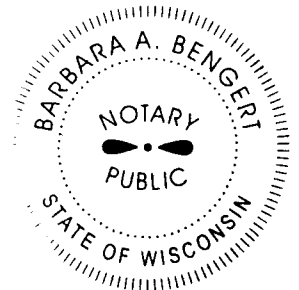
ss.

On 12/23/2013, before me, Barbara A. Bengert, personally appeared Anne Lynch personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Barbara A. Bengert

Notary Signature
expires 11/19/2017



**EXHIBIT A
PATENTS**

Application No.	Filing Date	Publication No.	Patent No.	Issue Date	Title	Filing Country
201010623473.9	12/27/2010	102293632			LARYNGOSCOPE	CHINA
201180013410.4	1/5/2011				METHODS AND APPARATUS FOR ACTIVE PATIENT WARMING	CHINA
201110007903.9	1/6/2011	102188284			METHODS AND APPARATUS FOR POWERING ELECTRIC DEVICES COUPLED TO A PATIENT TO REDUCE TRANSIENTS IN PATIENT MONITORING DEVICES	CHINA
201110291109.1	9/19/2011	102480151			DEVICE AND METHOD OF BATTERY DISCHARGE	CHINA
201110291104.9	9/19/2011	102479985			DEVICE AND METHOD OF DETERMINING SAFETY IN A BATTERY PACK	CHINA
201210386323.X	10/12/2012	103041460			FLUID TRAP AND METHOD OF SEPARATING FLUIDS	CHINA
201210012845.3	1/4/2012	102588696			METHOD AND SYSTEM FOR VISUALLY INDICATING A SECURE CONNECTION	CHINA
201210214807.6	6/27/2012				HOUSING AND HOUSING ASSEMBLY FOR SUBSTANCE REMOVING AN UNDESIRED RESPIRATORY GAS COMPONENT OF A RESPIRATORY GAS FLOW AND AN ARRANGEMENT FOR VENTILATING LUNGS OF A SUBJECT	CHINA
10005045.4	2/16/2004		10005045.4	12/26/2007	Durable patient cable for in-line connection of multiple sensors	CHINA
200810130721.9	6/26/2008	101332329			Patient Breathing System	CHINA
201210052766.5	2/24/2012	102648999			A housing for solid fluidal substance removing an undesired respiratory gas component of a respiratory gas flow and an arrangement for ventilating lungs of a subject	CHINA
201210561276.8		CN103170044			Radially and Axially Expanding Breathing Circuit	CHINA
201210363193.8	9/26/2012	103007430			Luer Connection with Keyed Interface	CHINA

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201310001190.4	1/4/2013	CN103182127			APPARATUS, SYSTEM, AND METHOD OF FLUID DELIVERY CONNECTION	CHINA
201310158156.8	5/2/2013	103372255			ARRANGEMENT AND METHOD FOR GUIDING EXPIRED RESPIRATORY GAS FLOW THROUGH A HOUSING ASSEMBLY FOR REMOVING UNDESIRABLE RESPIRATORY GAS COMPONENT AND BREATHING CIRCUIT FOR VENTILATING LUNGS OF A SUBJECT	CHINA
201310380292.1	8/28/2013				MULTIPLE LUMEN HOSE	CHINA
10196144.9	12/21/2010	2469146			Connector Part and Fluid Connection Structure	EUROPEAN PATENT CONVENTION
11150089.8	1/4/2011	2471574			Connector structure and a sampling tube of a patient respiratory tubing	EUROPEAN PATENT CONVENTION
07111222.1	6/28/2007	2008679			Patient Breathing System	EUROPEAN PATENT CONVENTION
11155922.5	2/25/2011	2491997			A housing for solid fluidal substance removing an undesired respiratory gas component of a respiratory gas flow and an arrangement for ventilating lungs of a subject	EUROPEAN PATENT CONVENTION
12198150.0	12/19/2012	2612689			APPARATUS, SYSTEM, AND METHOD OF FLUID DELIVERY CONNECTION	EUROPEAN PATENT CONVENTION
07105168.4	3/29/2007		1974763	12/9/2009	Sampling line leak detection from patient circuit 2.	FRANCE
07102940.9	2/23/2007		1961439	40163	Inhalation anesthesia delivery system and a method for leak detection in the inhalation anesthesia delivery system	FRANCE
4007132.2	2/2/2004				Durable patient cable for in-line connection of multiple sensors	GERMANY
102011055837.3	11/29/2011	102011055837			Arrangement in a patient breathing tube and a patient breathing tube	GERMANY
102010061578.1	12/27/2010	102010061578			LARYNGOSCOPE	GERMANY
112011100220.3	1/5/2011				METHODS AND APPARATUS FOR ACTIVE PATIENT WARMING	GERMANY

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102010061603.6	12/28/2010	102010061603			METHODS AND APPARATUS FOR POWERING ELECTRIC DEVICES COUPLED TO A PATIENT TO REDUCE TRANSIENTS IN PATIENT MONITORING DEVICES	GERMANY
102011053701.5	9/16/2011	102011053701			DEVICE AND METHOD OF DETERMINING SAFETY IN A BATTERY PACK	GERMANY
102011057162.0	12/29/2011	102011057162			METHOD AND SYSTEM FOR VISUALLY INDICATING A SECURE CONNECTION HOUSING AND HOUSING ASSEMBLY FOR SUBSTANCE REMOVING AN UNDESIRED RESPIRATORY GAS COMPONENT OF A RESPIRATORY GAS FLOW AND AN ARRANGEMENT FOR VENTILATING LUNGS OF A SUBJECT	GERMANY
102012105413.4	6/21/2012					GERMANY
05100978.5	2/11/2005		1579884	1/16/2008	Arrangement in Connection with a Patient Circuit and an Absorber Means.	GERMANY
07105168.4	3/29/2007		602007003680.1	12/9/2009	Sampling line leak detection from patient circuit 2.	GERMANY
07102940.9	2/23/2007		602007003800.6	12/16/2009	Inhalation anesthesia delivery system and a method for leak detection in the inhalation anaesthesia delivery system	GERMANY
102013104288.0	4/26/2013	102013104288			ARRANGEMENT AND METHOD FOR GUIDING EXPIRED RESPIRATORY GAS FLOW THROUGH A HOUSING ASSEMBLY FOR REMOVING UNDESIRABLE RESPIRATORY GAS COMPONENT AND BREATHING CIRCUIT FOR VENTILATING LUNGS OF A SUBJECT	GERMANY
102013109111.3	8/22/2013				MULTIPLE LUMEN HOSE	GERMANY
1119926.2	11/18/2011	2486304			Arrangement in a patient breathing tube and a patient breathing tube	GREAT BRITAIN
1110346.2	6/20/2011	2481515			LARYNGOSCOPE	GREAT BRITAIN
1212336.0	7/11/2012				METHODS AND APPARATUS FOR ACTIVE PATIENT WARMING	GREAT BRITAIN
1021818.8	12/23/2010	2476862			METHODS AND APPARATUS FOR POWERING ELECTRIC DEVICES COUPLED TO A PATIENT TO REDUCE TRANSIENTS IN PATIENT MONITORING DEVICES	GREAT BRITAIN
1116055.3	9/16/2011	2485638			DEVICE AND METHOD OF DETERMINING SAFETY IN A BATTERY PACK	GREAT BRITAIN

1216923.1	9/21/2012				CONNECTION SYSTEM	GREAT BRITAIN
1211090.4	6/22/2012				HOUSING AND HOUSING ASSEMBLY FOR SUBSTANCE REMOVING AN UNDESIRE D RESPIRATORY GAS COMPONENT OF A RESPIRATORY GAS FLOW AND AN ARRANGEMENT FOR VENTILATING LUNGS OF A SUBJECT	GREAT BRITAIN
403029.2	2/11/2004		2399954	38987	Durable patient cable for in-line connection of multiple sensors	GREAT BRITAIN
1218208.5	10/10/2012	2495625			FLUID TRAP AND METHOD OF SEPARATING FLUIDS	GREAT BRITAIN
1307625.2	4/26/2013				ARRANGEMENT AND METHOD FOR GUIDING EXPIRED RESPIRATORY GAS FLOW THROUGH A HOUSING ASSEMBLY FOR REMOVING UNDESIRABLE RESPIRATORY GAS COMPONENT AND BREATHING CIRCUIT FOR VENTILATING LUNGS OF A SUBJECT	GREAT BRITAIN
1314181.7	8/8/2013				MULTIPLE LUMEN HOSE	GREAT BRITAIN
2011-197784	9/12/2011				DEVICE AND METHOD OF DETERMINING SAFETY IN A BATTERY PACK	JAPAN
2004-042193	2/19/2004	2004-249107	4795645	8/5/2011	Durable patient cable for in-line connection of multiple sensors	JAPAN
05100978.5	2/11/2005		1579884	1/16/2008	Arrangement in Connection with a Patient Circuit and an Absorber Means.	NETHERLANDS
05100978.5	2/11/2005		1579884	1/16/2008	Arrangement in Connection with a Patient Circuit and an Absorber Means.	SWEDEN
07105168.4	3/29/2007		1974763	12/9/2009	Sampling line leak detection from patient circuit 2.	SWEDEN
07102940.9	2/23/2007		1961439	12/16/2009	Inhalation anesthesia delivery system and a method for leak detection in the inhalation anesthesia delivery system	SWEDEN
12/822841	6/24/2010	2011-0319718	8414481	4/9/2013	LARYNGOSCOPE	UNITED STATES
12/685039	1/11/2010	2011-0172750			METHODS AND APPARATUS FOR ACTIVE PATIENT WARMING	UNITED STATES

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12/684487	1/8/2010	2011-0169343	8222768	7/17/2012	METHODS AND APPARATUS FOR POWERING ELECTRIC DEVICES COUPLED TO A PATIENT TO REDUCE TRANSIENTS IN PATIENT MONITORING DEVICES	UNITED STATES
12/949902	11/19/2010	2012-0126751			DEVICE AND METHOD OF BATTERY DISCHARGE	UNITED STATES
12/949905	11/19/2010	2012-0126991	8395519	3/12/2013	DEVICE AND METHOD OF DETERMINING SAFETY IN A BATTERY PACK	UNITED STATES
13/272907	10/13/2011	2013-0092640			FLUID TRAP AND METHOD OF SEPARATING FLUIDS	UNITED STATES
12/984007	1/4/2011	2012-0169044			METHOD AND SYSTEM FOR VISUALLY INDICATING A SECURE CONNECTION	UNITED STATES
13/334837	12/22/2011	2013-0160888			APPARATUS FOR FLUID TUBE CONNECTION SYSTEM	UNITED STATES
13/245371	9/26/2011	2013-0079754			APPARATUS SYSTEM AND METHOD OF FLUID DELIVERY CONNECTION BACKGROUND	UNITED STATES
13/342558	1/3/2012	2013-0167841			MULTIPLE LUMEN HOSE	UNITED STATES
13/596453	8/28/2012					UNITED STATES
10/809041	3/25/2004	2005-0211761 A1	7148806	12/12/2006	Arrangement in Connection with a Patient Circuit and an Absorber Means.	UNITED STATES
12/052328	3/20/2008	2008-0236583			ANAESTHESIA MACHINE ARRANGEMENT AND A METHOD IN CONNECTION WITH AN ANAESTHESIA MACHINE ARRANGEMENT	UNITED STATES
12/034198	2/20/2008	2008-0202526	8033280	10/11/2011	INHALATION ANAESTHESIA DELIVERY SYSTEM AND A METHOD FOR LEAK DETECTION IN THE INHALATION ANAESTHESIA DELIVERY SYSTEM	UNITED STATES
13/329993	12/19/2011	2012-0153613			Connector Part and Fluid Connection Structure	UNITED STATES
13/346764	1/10/2012	2013-0175796			CONNECTOR STRUCTURE AND A CONNECTOR STRUCTURE OF A SAMPLING TUBE OF A PATIENT RESPIRATORY TUBING	UNITED STATES

PATENT

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13/403354	2/23/2012	2013-0074837				A housing for solid, fluidal substance removing an undesired respiratory gas component of a respiratory gas flow and an arrangement for ventilating lungs of a subject	UNITED STATES
13/169405	6/27/2011	2012-0325220				HOUSING AND HOUSING ASSEMBLY FOR SUBSTANCE REMOVING AN UNDESIRE RESPIRATORY GAS COMPONENT OF A RESPIRATORY GAS FLOW AND AN ARRANGEMENT FOR VENTILATING LUNGS OF A SUBJECT	UNITED STATES
13/459339	4/30/2012					ARRANGEMENT AND METHOD FOR GUIDING EXPIRED RESPIRATORY GAS FLOW THROUGH A HOUSING ASSEMBLY FOR REMOVING UNDESIRABLE RESPIRATORY GAS COMPONENT AND BREATHING CIRCUIT FOR VENTILATING LUNGS OF A SUBJECT	UNITED STATES
13/692245	12/3/2012					FLUID TRAP APPARATUS	UNITED STATES
13/793610	3/11/2013	2013-0190568				LARYNGOSCOPE	UNITED STATES
09/478169	1/5/2000		6523538	2/25/2003		Breathing Circuit Having Improved Water Vapor Removal	UNITED STATES
12/143096	6/20/2008	2009-0000621	8186347	5/29/2012		Patient Breathing System	UNITED STATES
10/871530	6/18/2004	2005-0027191	7294785	11/13/2007		Patient cable for medical measurements.	UNITED STATES
12/111682	4/29/2008	2009-0266357				RESPIRATORY CONNECTOR AND ARRANGEMENT FOR CONNECTING AN INSPIRATORY TUBE AND AN EXPIRATORY TUBE TO A MEDICAL APPARATUS	UNITED STATES
09/502978	2/11/2000		6487430	11/26/2002		ELECTRODE CONNECTOR	UNITED STATES
29/104263	4/30/1999		D420980	2/22/2000		ELECTRICAL CONNECTOR	UNITED STATES
29/095958	11/2/1998		D418110	12/28/1999		ELECTRICAL CONNECTOR	UNITED STATES
09/681470	4/13/2001		6453186	9/17/2002		NEONATAL/INFANT MULTIPLE ELECTRODE PATCH	UNITED STATES

PATENT

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10/369852	2/20/2003	2004-016784	7277743	10/2/2007	Patent Monitoring System	UNITED STATES
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EXHIBIT B

DISPUTE RESOLUTION

- (a) Any Dispute between Assignee and Assignor will be resolved in accordance with the dispute resolution procedures set forth in this Exhibit.
- (b) If a Dispute is not resolved in the normal course of business at the operational level, Assignee and Assignor shall attempt in good faith to resolve such Dispute by negotiation between senior executives of Assignee and Assignor. Either Assignee or Assignor may initiate the executive negotiation process by providing a written notice to the other (the "Notice"). Each of the parties to the Dispute will designate one of its senior executives to meet in person or by telephone within twenty (20) days of the date of the notice to seek a resolution of the Dispute.
- (c) If the Dispute is not resolved by such senior executives within thirty (30) days from the delivery of the notice, then either party to the Dispute may within fifteen (15) days thereafter submit such Dispute for non-binding mediation administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures then in effect. The mediation will be conducted by a single mediator selected by the mutual written agreement of the parties to the Dispute. The parties to the Dispute will cooperate in good faith with the AAA and with one another in selecting the mediator, and in scheduling the mediation. Such parties agree that they will participate in the mediation in good faith, and that they will share equally in the costs of utilizing the AAA and the mediator. The place of mediation will be New York, New York.
- (d) If the matter has not been resolved pursuant to such mediation procedure within thirty (30) days of the initiation of such procedure, except where such time has been extended by the mutual written agreement of the parties to the Dispute, then the controversy will be submitted to the AAA for binding arbitration in accordance with its Commercial Arbitration Rules and Mediation Procedures then in effect. The arbitration will be conducted by a single arbitrator selected by the mutual written agreement of the parties to the Dispute. The parties to the Dispute will cooperate in good faith with the AAA and with one another in selecting the arbitrator, and in scheduling the arbitration. Such parties further agree that they will participate in the arbitration in good faith, and that they will share equally in the costs of utilizing the AAA and the arbitrator. The arbitration will be governed by the United States Arbitration Act, 9 U.S.C. Sections 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration will be New York, New York. Unless otherwise agreed by such parties, the mediator will be disqualified from serving as the arbitrator in the Dispute.
- (e) In the event of a breach or threatened breach of this Exhibit by Assignee or Assignor, the other will be entitled to specific performance or a temporary or permanent injunction prohibiting and enjoining such breach.
- (f) All communications, correspondence, proposals and recommendations exchanged between the parties to a Dispute are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving such parties, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in such Dispute.