

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6677307

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BABYBE GMBH	01/01/2021
RECEIVING PARTY DATA		
Name:	NATUS MEDICAL INCORPORATED	
Street Address:	6701 KOLL CENTER PARKWAY	
Internal Address:	SUITE 120	
City:	PLEASANTON	
State/Country:	CALIFORNIA	
Postal Code:	94566	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9604029
CORRESPONDENCE DATA		
Fax Number:		
<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:	13212552332	
Email:	patentdocket@uslegalteam.com	
Correspondent Name:	WIDERMAN MALEK PL	
Address Line 1:	1990 W. NEW HAVEN AVE.	
Address Line 2:	SECOND FLOOR	
Address Line 4:	MELBOURNE, FLORIDA 32904	
ATTORNEY DOCKET NUMBER:	4735.01065	
NAME OF SUBMITTER:	DANIEL C. PIERRON	
SIGNATURE:	/Daniel C. Pierron/	
DATE SIGNED:	04/27/2021	
Total Attachments: 13		
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INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT

This Intellectual Property Agreement and License Agreement (“**Agreement**”) is made effective as of January 1, 2021 (the “**Effective Date**”) by and among the following parties:

- (A) Babybe GmbH, a company with limited liability company organized and existing under the laws of Germany, having a registered address at Änderung der, Geschäftsanschrift, Hindenburgstr. 35, 72631 Aichtal, Germany, hereinafter referred to as the “**Assignor**,”; and
- (B) Natus Medical Incorporated, a corporation organized and existing under the laws of the State of Delaware, USA having a principal business address of 6701 Koll Center Pkwy., Suite 120, Pleasanton, CA 94566 USA, hereinafter referred to as the “**Assignee**” or “**Licensor**”; and
- (C) Natus Manufacturing Limited, a company organized and existing under the laws of Ireland, having its principal place of business at IDA Business Park, Gort, County Galway, H91PD92 Ireland (“**Licensee**”).

The parties listed in (A), (B), and (C) shall be collectively referred to as the “**Parties**,” and individually as a “**Party**”.

RECITALS

WHEREAS, Assignor is the owner of all right, title, and interest in and to the Intellectual Property and Assignee is desirous of acquiring any and all such right, title, and interest in and to Assignor’s Intellectual Property; and

WHEREAS, Licensor desires to license certain rights to exploit the Intellectual Property to the Licensee under the terms set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the sufficiency and adequacy of which are acknowledged by the Parties, the Parties hereby agree to the following:

1. DEFINITIONS

1.1. “**Affiliate**” of a Party means any entity controlled by, controlling, or under common control with, such Party, where “control” in any of the foregoing forms means ownership, either direct or indirect, of at least 50% of the equity interest entitled to vote for the election of directors or equivalent governing body. An entity shall be considered an Affiliate only so long as such entity continues to meet the foregoing definition.

1.2. “**Intellectual Property**” means all intellectual property, industrial property or other proprietary rights that may exist or be created under the laws of any jurisdiction throughout the world owned by Assignor, including all of the following, whether registered or unregistered, all applications and registrations therefor (whether pending, existing, abandoned or expired), and any physical embodiments thereof: (i) inventions or discoveries, whether or not patentable, reduced to practice or made the subject of one or more pending patent applications, and whether or not under

design or development, invention disclosures, improvements, confidential and proprietary information, know-how and technology, (ii) Germany and foreign patents, patent applications, patent disclosures, utility and industrial models or other rights relating to the protection of inventions worldwide and all rights related thereto, including all original applications, provisional applications, divisional applications, reissues, re-examinations, extensions, continuations, continuations-in-part, continuing applications, or renewals thereof, all counterparts claiming priority therefrom, (iii) trademarks, service marks, certification marks, trade dress (including packaging and package designs, product inserts, labels or associated artwork), logos, slogans, domain names, internet addresses, uniform resource locators, keywords and purchased search terms, identifying symbols, designs, product names, business and company names, trade names, corporate names, insignia and general intangibles of a similar nature (whether registered or not registered) in Germany and all other nations throughout the world, including all variations, derivations, combinations, registrations and applications for registration or renewals of the foregoing and all goodwill associated therewith, (iv) copyrights in both published and unpublished works (whether or not registered) and registrations and applications for registration or renewals thereof in Germany and all other nations throughout the world, including all works, derivative works, moral rights, renewals, extensions, reversions or restorations associated with such copyrights, now or hereafter provided by law, regardless of the medium of fixation or means of expression, and any other rights of authorship in any other published and unpublished works, including all moral rights in any of the foregoing (v) mask works and registrations and applications for registration or renewals thereof in Germany and all other nations throughout the world, (vi) computer software (including source code, object code, firmware, operating systems and, development tools, files, records, specifications and all media on which any of the foregoing is recorded), (vii) information that derives economic value from not being generally known to other persons and all information that is proprietary or confidential to Assignor, including all trade secrets and, whether or not confidential, business information (including pricing and cost information, business and marketing plans and customer and supplier lists) and technology and know-how (including manufacturing and production processes and techniques and, research and development information, patterns, drawings, blueprints, bills of materials, specifications, products in development, processes, applications, and circuits), (viii) industrial designs (whether or not registered), (ix) databases and data collections, and all rights therein throughout the world, and (x) copies and tangible embodiments of any of the foregoing, in whatever form or medium (including electronic media).

1.3. “**Territory**” means worldwide except for North America.

1.4. “**Third Party**” means and includes any individual, corporation, trust, estate, partnership, joint venture, company, association, league, governmental bureau or agency, or any other entity regardless of the type or nature thereof who is not an Affiliate or a Party to this Agreement.

2. ASSIGNMENT

2.1 In exchange for the payment by Assignee to Assignor in the amount of one million, nine hundred fifty-eight thousand, five hundred and eighty-two dollars (USD \$1,958,582) (the

“**Consideration**”), Assignor’s entire right, title and interest in and to the Intellectual Property is hereby assigned, conveyed and transferred to Assignee, including without limitation:

- a. the patents specified in Exhibit A attached hereto and made part of this Agreement;
- b. the patent applications specified in Exhibit B attached hereto and made part of this Agreement;
- c. the registered trademarks specified in Exhibit C attached hereto and made part of this Agreement;
- d. the registered copyrights specified in Exhibit D attached hereto and made part of this Agreement;
- e. the domain names and social media accounts specified in Exhibit E attached hereto and made part of this Agreement;
- f. the right to file applications for patents, trademarks, or registrations of service marks, trade dress, copyrights, and mask works;
- g. the right to file reissue, re-examination, continuation, or divisional applications;
- h. the right to file extensions;
- i. the right to file statements of use;
- j. the right to sue (i) for, recover and collect damages and costs and attorneys' fees for past, present and future, and (b) for injunctive relief, for infringement or misappropriation; and
- k. the right to license, and collect royalties, license fees, and all other forms of payment on account of such Intellectual Property Rights

2.2 Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models, trademark registrations, copyright registrations, mask work registrations, or other governmental grants or issuances that may be granted upon any of the Intellectual Property in the name of Assignee, as the assignee to the entire interest therein, and Assignee hereby accepts all right, title and interest granted to it herein.

2.3 Assignor agrees that Assignor will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to the Assignee, its successors and representatives all facts known to Assignor relating to the Intellectual Property and generally do all things which may be necessary or desirable more effectually to secure to and vest in the Assignee, its successors or assigns the entire right, title and interest in and to the Intellectual Property.

3. GRANT OF LICENSE

3.1 License Fee. Licensee shall pay Licensor a license fee in the amount of seven hundred twenty-four thousand, nine hundred and ninety-nine dollars (USD \$724,999), which is equal to thirty-seven percent (37%) of the Consideration (the “**License Fee**”), and in exchange, Licensor hereby grants to Licensee an exclusive, royalty-free license and rights to use and exploit the Intellectual Property in order to make, market, sell, offer for sale, import, copy, distribute, and display products containing the Intellectual Property throughout the Territory.

3.2 Ownership. Licensors retain all beneficial ownership rights to the Licensors' Intellectual Property. Licensors shall perform all actions and incur all costs which it deems to be necessary or appropriate to protect the Intellectual Property, including without limitation seeking the advice of foreign legal counsel where necessary, to protect such rights. Such costs incurred by Licensors shall be shared by the Licensee in a fair and reasonable manner. Licensors may take such action as may, from time-to-time, be necessary or appropriate to protect the rights of Licensors in and to the Intellectual Property as provided by this Agreement. However, Licensors shall not be liable to Licensee or to any Third Party for failure to perfect any rights in, or any errors or omissions concerning protection of the Intellectual Property.

4. PAYMENT

4.1 Payment. The Consideration shall be paid by Assignee to Assignor, and the License Fee shall be paid by Licensee to Licensors, no later than forty-five (45) days following the receipt of an invoice, or as otherwise agreed upon between the Parties.

4.2 Taxes. Licensee shall be entitled to deduct and withhold from the amounts payable pursuant to this Agreement the amounts required to be deducted and withheld by law with respect to the making of such payment. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to Licensors, and Licensee shall furnish Licensors with written documentation of all such tax payments, including receipts and other customary documentation, as may reasonably be required to claim foreign tax credits. Licensors shall provide Licensee with any form, certificate or other documentation required to establish Licensors' eligibility for the benefits of reduced rates of withholding or exemption from withholding, under an applicable income tax treaty or otherwise.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall become effective as of the Effective Date and shall remain in force until such time as it is terminated in accordance with the terms of this Agreement.

5.2 Termination for Convenience. Either Licensee or Licensors may terminate this Agreement by a written notice sent to the other Party not less than thirty (30) days prior to the effective date of termination.

5.3 Termination for Cause. If either Licensee or Licensors materially defaults in its performance or breaches any of the terms or conditions of this Agreement, then the other Party may give written notice to the breaching or defaulting Party that if the breach or default is not cured within fifteen (15) days the Agreement will be terminated. If such notice is given and the breach or default is not cured during the thirty (15)-day period, then the Agreement may be terminated at the end of that period upon notice by the non-defaulting Party.

6. CONFIDENTIALITY

6.1 Definition of Confidential Information. The Parties acknowledge that, from time to time, one Party (the "**Disclosing Party**") may disclose to the other Party (the "**Receiving Party**")

information: (i) which is marked with “confidential” or a similar legend; (ii) which is described orally and designated as confidential at the time of disclosure; or (iii) which would, under the circumstances, be understood by a reasonable person to be confidential (collectively, the “**Confidential Information**”). Upon subsequent disclosure of previously disclosed Confidential Information to the Receiving Party by the Disclosing Party, the information will remain Confidential Information even if not identified as confidential information at the subsequent disclosure.

62. Confidentiality Obligations. The Receiving Party shall retain Confidential Information disclosed by the Disclosing Party in confidence, and shall not disclose it to any Third Party or use it for any purpose other than the purposes of this Agreement without the Disclosing Party’s prior written consent. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information disclosed by the Disclosing Party to its employees and consultants who have a bona fide need to know such Confidential Information for the performance of this Agreement, without the Disclosing Party’s prior written consent; provided; that each such employee and consultant first executes a written agreement (or is otherwise already bound by a written agreement) that contains use and nondisclosure restrictions at least as protective of such Confidential Information as those set forth in this Agreement. Each Party shall use at least the same procedures and degree of care with respect to the other Party’s Confidential Information which it uses to protect its own Confidential Information of like importance, and in no event less than reasonable care. The Receiving Party will promptly give written notice to the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party’s Confidential Information of which the Receiving Party becomes aware, and the Receiving Party will assist the Disclosing Party in remedying such unauthorized use or disclosure.

63. Compelled Disclosure. In the event the Receiving Party or any of its representatives is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, security filings, subpoenas, civil investigative demands or other similar processes) to disclose any of Confidential Information disclosed by the Disclosing Party, the Receiving Party shall provide the Disclosing Party with prompt written notice of any such request or requirement on a sufficiently timely basis to allow the Disclosing Party adequate time to seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.

64. Exceptions. Notwithstanding the foregoing, Confidential Information will not include information to the extent that such information:

6.4.1. was generally available to the public at the time of its disclosure to the Receiving Party hereunder;

6.4.2. becomes generally available to the public after its disclosure other than through an act or omission of the Receiving Party in breach of this Agreement;

6.4.3. is subsequently lawfully and independently disclosed to the Receiving Party by a person other than the Disclosing Party without an obligation of confidentiality; or

6.4.4. is independently developed by the Receiving Party without access to any Confidential Information disclosed by the Disclosing Party.

65. Ownership of Materials. All Confidential Information including, without limitation, files, lists, records, documents, drawings, models, apparatus, sketches, designs and specifications which incorporate or refer to or embody all or a portion of the Confidential Information, shall remain the sole property of the Disclosing Party. All Confidential Information and related materials shall be promptly returned: (i) upon reasonable request; or (ii) in accordance with Section 5.5 hereof upon termination of this Agreement, whichever is earlier.

66. Equitable Remedies. Since unauthorized use or disclosure of the Disclosing Party's Confidential Information will diminish the value to the Disclosing Party of its proprietary interests in such Confidential Information, if the Receiving Party breaches any of its obligations under this Article 6, the Disclosing Party shall be entitled to seek equitable relief to protect its interests therein, including, but not limited to, injunctive relief.

7. DISCLAIMER OF WARRANTIES

THE INTELLECTUAL PROPERTY IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND.

8. LIMITATION OF LIABILITY

IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR ECONOMIC LOSS OR DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY OTHER PECUNIARY LOSS) OR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF THIS AGREEMENT WITH RESPECT TO THE PRODUCTS OR LICENSOR'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

9. Miscellaneous Provisions

9.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA, without reference to choice of law or conflict of laws principles, as though executed between residents of California. Any legal action or proceeding arising under this Agreement will be brought exclusively in the courts located in California, USA and the Parties hereby irrevocably consent to the personal jurisdiction and venue therein.

9.2 Entire Agreement. This Agreement contains the complete and entire agreement between the Parties related to the subject matter of this Agreement, and supersedes any previous communications, representations, or agreements, whether verbal or written.

9.3 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by any Party without the prior written consent of the other affected Party, and any such assignment without such prior written consent will be null and void; provided, however, that any Party may assign all of its rights and obligations under this Agreement to any entity controlled by, controlling, or under common control with, such Party, where “control” in any of the foregoing forms means ownership, either direct or indirect, of at least 50% of the equity interest entitled to vote for the election of directors or equivalent governing body; and provided, further, that the assigner will remain liable for all of its obligations under this Agreement. Subject to the foregoing, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

9.4 Amendments. The Parties hereto may amend this Agreement at any time only by a written agreement executed by each of the Parties hereto. No amendment, waiver or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the Party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all Parties hereto and each of their respective permitted successors and assigns. No delay or failure to require performance of any provision of this Agreement will constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein will constitute a subsequent waiver of such provision or of any other provision hereof, nor will it constitute the waiver of any performance other than the actual performance specifically waived.

9.5 Severability. If any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and will be interpreted so as reasonably to effect the intent of the Parties. The Parties will use all reasonable best efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.


9.6 Succession. The terms and conditions of this Agreement will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

9.7 Counterparts and Signatures. This Agreement may be executed in one or more counterparts, all of which will be considered one and the same instrument, and will become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party hereto, it being understood that all Parties hereto need not sign the same counterpart. This Agreement may be executed via a recognized electronic signature service (e.g., DocuSign or Adobe Sign) or may be delivered by facsimile transmission, or may be signed,

scanned and emailed to the other party (e.g., PDF format), and any such signatures shall be treated as original signatures for all applicable purposes.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.


BABYBE GMBH

By: 

Name: Uwe Schwendler

Title: Geschäftsführer

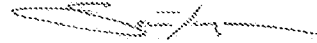
NATUS MEDICAL INCORPORATED

By: 

Name: B. Drew Davies

Title: E.V.P. and Chief Financial Officer

NATUS MANUFACTURING LIMITED

By: 

Name: Sean Langan

Title: Director

Exhibit A
Patents

1. European Patent 2,659,929
2. European Patent 3,202,450
3. United States Patent 9,604,029

Exhibit B
Patent Applications

1. Germany patent application 10 2019 127 394.3

Exhibit C
Trademarks

1. Germany trademark registration 30 2013 058 858 for BABYBE.

Exhibit D
Copyrights

None

Exhibit E
Domain Names and Social Media Accounts

- Babybe.org
- Babybe.us
- Babybemedical.com
- <https://www.facebook.com/BabybeBeWithYourBaby>
- <https://twitter.com/BABYBEmedical>
- <https://www.instagram.com/babybe.medical/>