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FORM PTO-1595
1-31-92

RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. Department of Commerce
Patent and Trademark Office

Atty. Docket No. 115.0007-00000
115.0007-01000

To the Honorable Commissioner of Patents and Trademarks:
Please record the attached original documents or copy thereof.

ATTN. BOX ASSIGNMENTS

1. Name of conveying party(ies):
Apollo Camera, L.L.C.
Additional name(s) of conveying party(ies) attached? Yes & No

2. Name and address of receiving party(ies):
Name: **Surgicon, Inc.**
Internal Address:

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:

Street Address: **400 Long Beach Boulevard**
City: **Stratford**
State: **Connecticut** Zip Code: **06815**

Execution Date: **August 26, 2002**

Additional name(s) & Address(es) attached?
 Yes No

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application:

A. Patent Application Number(s):
08/156,376
08/531,424

B. Patent Number(s):

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **MARTIN & FERRARO, LLP**
Internal Address:
Street Address: **14500 Avion Parkway, Suite 300**
City: **Chantilly**
State: **Virginia** Zip: **20151-1101**

6. Total number of applications and registrations involved:
2

7. Total fee (37 CFR 3.41): **\$80**
 Enclosed (Please charge deficiency to deposit account)
 Authorized to be charged to deposit account

8. Deposit Account No.: **50-1068**

9. Statement and signature.
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.

Thomas H. Martin
Reg. No. 34,383


Signature

September 9, 2002
Date

Total number of pages including cover sheet, attachments and documents: **2**

115.0007-00000
115.0007-01000
(Worldwide Rights)

ASSIGNMENT

WHEREAS Apollo Camera, L.L.C. (hereinafter referred to as Assignor) is owner of an invention entitled:

LED ILLUMINATION SYSTEM FOR ENDOSCOPIC CAMERAS

for which an application for United States Letters Patent was filed on November 22, 1993 (Serial No. 08/156,376); and for which a continuation application for United States Letters Patent was filed on September 21, 1995 (Serial No. 08/531,424); and

WHEREAS, SURGICON, INC., a corporation of Nevada, whose post office address is 400 Long Beach Boulevard, Stratford, Connecticut 06615 (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the applications for United States Letters Patent on this invention and the Letters Patent issued upon this application;

NOW THEREFORE, be it known that for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from assignee is hereby acknowledged, we, as assignor, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the assignee, its lawful successors and assigns, our entire right, title, and interest in and to this invention, and these applications, and all divisions and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues, refiles, and substitutions thereof and together with all past, present, or future claims arising out of any infringement thereof, and all rights to claim priority on the basis of the above provisional application (if any), as well as all rights to claim priority on the basis of these applications, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, WE HEREBY covenant that we have the full right to convey the interest assigned by this Assignment, and we have not executed and will not execute any agreement in conflict with this Assignment;

AND, WE HEREBY further covenant and agree that we will, without further consideration, communicate with assignee, its successors and assigns, any facts known to us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the assignee, its successors and assigns.

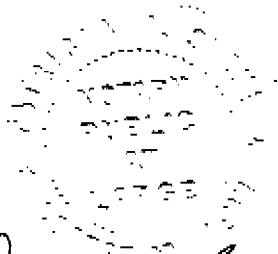
IN TESTIMONY WHEREOF, we have hereunto set our hands.

County of Coffee)
State of Tennessee)

ss.

Apollo Camera, L.L.C.
329 West Lincoln Street
Tullahoma, Tennessee 37388

[Handwritten Signature]
Signature
[Handwritten Date]
Date



Subscribed and sworn to before me this 26th day of August, 2002.
[Handwritten Signature], Notary Public