PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

CONVEYING PARTY DATA

| Name | Execution Date |
|--------------------------|----------------|
| Visual Connections, Inc. | 08/20/2004 |

RECEIVING PARTY DATA

| Name: | Vacumate, LLC |
|-----------------|-------------------------------|
| Street Address: | 817 Winchester Rd., Suite 200 |
| City: | Lexington |
| State/Country: | KENTUCKY |
| Postal Code: | 40505 |

PROPERTY NUMBERS Total: 5

| Property Type | Number |
|---------------------|-----------|
| Patent Number: | 5688241 |
| Patent Number: | 6379336 |
| Application Number: | 10289508 |
| PCT Number: | US0335191 |
| Application Number: | 10621973 |

CORRESPONDENCE DATA

Fax Number: (619)688-1322

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6196881300

Email: email@nydegger.com
Correspondent Name: Neil K. Nydegger
Address Line 1: 348 Olive Street

Address Line 4: San Diego, CALIFORNIA 92103

NAME OF SUBMITTER: Neil K. Nydegger

Total Attachments: 3 source=File0001#page1.tif

PATENT REEL: 015065 FRAME: 0217

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> PATENT REEL: 015065 FRAME: 0218

ASSIGNMENT

WHEREAS, VISUAL CONNECTIONS, INC., a California corporation, having offices at 3515 Lark Street, San Diego, California 92103 ("Assignor"), has certain rights and title to those patents and patent applications set forth on the attached Schedule A (all such technology referred to herein as the "Technology/Intellectual Property"); and

WHEREAS, VACUMATE, LLC, a limited liability company of the state of Kentucky, ("Assignee"), is desirous of acquiring an interest in the Technology/Intellectual Property:

For good and valuable consideration, receipt of which is hereby acknowledged by Assignor, Assignor has assigned, and by these presents does assign to Assignee all of Assignor's right, title and interest in and to the Technology/Intellectual Property and to all foreign counterparts (including patent, utility model and industrial designs), and all future improvements thereon, and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world; and further including: (i) all income, royalties, and damages now and hereafter due and/or payable to Assignor, including without limitation, damages and payments for past or future infringements and misappropriations thereof; (ii) all rights to sue for past, present and future infringements or misappropriations thereof; and (iii) all rights corresponding to any of the above throughout the world. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

Assignor further agrees that Assignor will, without charge to Assignee, but at Assignee's expense, (a) cooperate with Assignee in the prosecution of U.S. Patent applications and foreign counterparts on the Technology/Intellectual Property and any improvements, (b) execute, verify, acknowledge and deliver or cause to be delivered all such further papers, including patent applications and instruments of transfer and (c) perform such other acts as Assignee lawfully may request to obtain or maintain Letters Patent and Registrations for the Technology/Intellectual Property and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

PATENT REEL: 015065 FRAME: 0219 IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized officer on the date set forth below.

DATED this $20\frac{44}{2}$ day of August, 2004.

VISUAL CONNECTIONS, INC.

Hooman Asbaghi

Its: President

STATE OF CALIFORNIA) ss. COUNTY OF SAN DIEGO)

On Agree 2, 2004, before me, personally appeared Hornar Ababa , personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

DEBRA D. NURNS
Commission # 1388666
Notary Public - California
San Diego County
My Comm. Expires Dec 6, 2006

Docket: 11371.100

PATENT REEL: 015065 FRAME: 0220

SCHEDULE A

ASSIGNMENT FROM VISUAL CONNECTIONS, INC. TO VACUMATE, LLC

| DOCKET | TITLE | COUNTRY | DATE FILED SERIAL NO. | DATE ISSUED/ PATENT NO. |
|----------|--|---------|--------------------------------|----------------------------|
| 11371.1 | Automatic Non-Reusable | USA | 04/15/96 | 11/18/97 |
| 11371.1 | Needle Guard | 00/1 | 08/632,010 | 5,688,241 |
| 11371.2 | Protective Device for Injection or Aspiration Needle | USA | 06/18/99 09/336,405 | 04/30/02 6,379,336 |
| 11371.2a | Protective Device for Injection or Aspiration Needle | Europe | 06/16/00 00305112.5 | |
| 11371.2b | Protective Device for Injection or Aspiration Needle | Canada | 06/15/00 2,311,700 | |
| 11371.2c | Protective Device for Injection or Aspiration Needle | Japan | 06/15/00 200-219874 | |
| 11371.8 | Safety Device for Blood Collection | USA | 11/05/02 10/289,508 | |
| 11371.8a | Safety Device for Blood Collection | PCT | 11/05/03 PCT/US03/ 35191 | |
| 11371.9 | Safety System for a Blood Collection Device | USA | 07/17/03 10/621,973 | |
| 11371.9a | Safety System for a Blood Collection Device | PCT | PCT App. Filed 7/15/04 | Awaiting Filing Receipt |

PATENT
RECORDED: 09/01/2004 REEL: 015065 FRAME: 0221