

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>David B. Stefan</td><td>04/08/2005</td></tr><tr><td>David A. Gilbert</td><td>04/08/2005</td></tr></tbody></table>	Name	Execution Date	David B. Stefan	04/08/2005	David A. Gilbert	04/08/2005	
Name	Execution Date						
David B. Stefan	04/08/2005						
David A. Gilbert	04/08/2005						
RECEIVING PARTY DATA							
Name:	Novaptus Systems, Incorporated						
Street Address:	416 Tiki Way						
City:	Chesapeake						
State/Country:	VIRGINIA						
Postal Code:	23322						
PROPERTY NUMBERS Total: 1							
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>10979630</td></tr></tbody></table>	Property Type	Number	Application Number:	10979630			
Property Type	Number						
Application Number:	10979630						
CORRESPONDENCE DATA							
Fax Number:	(757)548-2345						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
Phone:	757-548-2323						
Email:	pshaddock@bghklaw.net						
Correspondent Name:	Peter A. Shaddock II						
Address Line 1:	501 Independence Parkway, Suite 201						
Address Line 4:	Chesapeake, VIRGINIA 23320						
NAME OF SUBMITTER:	Peter A. Shaddock II - Reg. No. 44,331						
Total Attachments: 2 source=Assignment - Novaptus - 001#page1.tif source=Assignment - Novaptus - 001#page2.tif							

OP \$40.00 10979630

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PATENT
REEL: 015890 FRAME: 0653

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/WE, the undersigned,

David B. Stefan and David A. Gilbert

who have created a certain new and useful invention and discovery, for which an application for United States Letters Patent has been applied for, which is entitled,

IMPROVED VIRTUAL COSMETIC AND RECONSTRUCTIVE SURGERY SYSTEMS, METHODS, AND APPARATUSES (U.S. PATENT APPLICATION SERIAL NO.: 10/979,630, Filed November 1, 2004)

Do hereby sell, assign, transfer, and convey, without reservations, to NOVAPTUS SYSTEMS, INCORPORATED, having a place of business at 416 Tiki Way, in the City of Chesapeake, and Commonwealth of Virginia, its successors, assigns, and legal representatives, the full and exclusive right to said invention and discovery and said application and to any and all inventions and discoveries described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent, and every priority right that is or may be predicated upon, or arise from, said invention, said discovery, said application, and said Letters Patent, which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts and treaties;

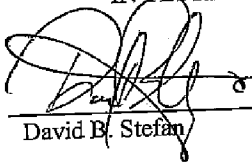
Agree that NOVAPTUS SYSTEMS, INCORPORATED, hereinafter referred to as ASSIGNEE, may apply for and receive Letters Patent for said invention and said inventions or said discovery and said discoveries, hereinafter referred to as said invention, in our name or in the name of said ASSIGNEE or otherwise as said ASSIGNEE may deem advisable, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said ASSIGNEE, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said ASSIGNEE, its successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said ASSIGNEE, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said ASSIGNEE, its successors, assigns, or legal representatives;

Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments throughout the world to issue or transfer all said Letters Patents to said ASSIGNEE, as assignee of the entire right, title, and interest therein or otherwise as said ASSIGNEE may direct;

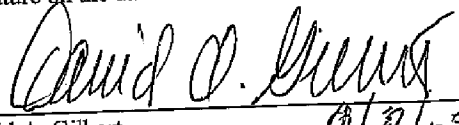
Covenant with said ASSIGNEE, its successors, assigns, or legal representatives and warrant that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same without encumbrance as herein expressed is possessed by the undersigned.

Bind my heirs, legal representatives, and assigns, as well as myself, to do, upon said ASSIGNEE'S request and at said ASSIGNEE'S expense, promptly and without additional consideration to me or them, all acts reasonably serving to assure that said invention, said patent application, and said Letters Patent shall be held and enjoyed by said ASSIGNEE as fully and entirely as the same could have been held and enjoyed by me, my heirs, legal representatives, and assigns if this Assignment had not been made and particularly to execute and deliver to said ASSIGNEE all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by said ASSIGNEE; and to communicate to said ASSIGNEE all facts known to me relating to said invention or the history thereof, and to testify as to the same in any court or proceeding; and to promptly furnish said ASSIGNEE any and all documents, photographs, models, samples, and other physical exhibits in my control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said invention.

IN TESTIMONY WHEREOF I have hereunto set MY signature on the date indicated below.


David B. Stefan

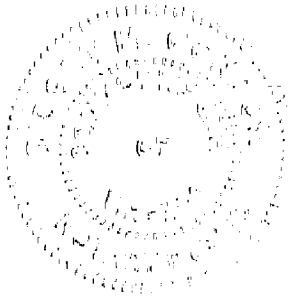
Date: 9/8/05

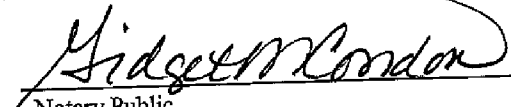

David A. Gilbert Date: 9/8/05

Return Address:

BOWMAN GREEN HAMPTON & KELLY, PLLC
Attn: Peter A. Shaddock II
501 Independence Parkway, Suite 201
Chesapeake, Virginia 23320

BE IT KNOWN, that on this 8th day of April, 2005, before me personally came David B. Stefan and David A. Gilbert to me known to be the person(s) mentioned in and who executed the foregoing assignment, and he/they acknowledged to me that he/they executed the same at his/their free act and deed for the use and purposes therein mentioned.




Notary Public

My Commission Expires: 9/30/05