

8/1/05

08-03-2005

Client Code: ENDIUS.035A2

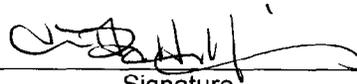
RECORD



To the Director, U.S. Patent and Trademark Office

103054420

Documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>1. Alan E. Shluzas 2. Karl Dallas Kirk III 3. Walter Stoeckmann</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p><b>Name:</b> Endius, Inc. <b>Internal Address:</b> <b>Street Address:</b> 23 West Bacon Street <b>City:</b> Plainville <b>State:</b> MA <b>ZIP:</b> 02762</p> <p>Additional name(s) of receiving party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>1. July 25, 2005 2. July 21, 2005 3. July 21, 2005</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p><input checked="" type="checkbox"/> Patent Application No.: 10/926,579 Filing Date: August 26, 2004</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p><b>Customer No.</b> 20,995 <b>Address:</b> Knobbe, Martens, Olson &amp; Bear, LLP 2040 Main Street, 14<sup>th</sup> Floor Irvine, CA 92614 <b>Return Fax:</b> (949) 760-9502 <b>Attorney's Docket No.:</b> ENDIUS.035A2</p>	<p>6. Total number of applications and patents involved: one</p> <p style="text-align: right;">OPR/FINANCE 8 AUG - 1 AM 12:23</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40</p> <p><input checked="" type="checkbox"/> Enclosed</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>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.</p> <p><u>Curtis R. Huffmire</u> Name of Person Signing</p> <p> Signature</p> <p><u>July 28, 2005</u> Date</p> <p>48,877 Registration No.</p> <p>Total number of pages including cover sheet, attachments and document: 4</p>	

Documents transmitted via Mail to be recorded with required cover sheet information to:

08/02/2005 EICOPER 00000057 10926579

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(40.00 OP)

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P.O. Box 1450  
Alexandria, VA 22313-1450

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PATENT  
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**ASSIGNMENT AGREEMENT**

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 25 day of July, 2005 and is by Alan E. Shluzas, a United States citizen, residing at 297 Temple St., #302, West Roxbury, MA 02132; Karl Dallas Kirk III, A United States citizen, residing at 104 Bedford St., Apt. 3D, New York, NY 10014; and Walter Stoeckmann, a United States citizen, residing at 1100 Grand St., #510, Hoboken, NJ 07030 ("ASSIGNOR").

WHEREAS, ASSIGNOR has conceived of an invention ("Invention") disclosed at least in part in the patent application entitled **ACCESS SYSTEMS AND METHODS FOR MINIMALLY INVASIVE SURGERY** and filed in the United States Patent and Trademark Office, on August 26, 2004 as 10/926,579 ("Application");

WHEREAS, Endius, Inc., a Delaware Corporation, having offices at 23 West Bacon Street, Plainville, MA 02762 ("ASSIGNEE") desires to acquire the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees to assign and does hereby assign to ASSIGNEE the entire right, title, and interest throughout the world in and to each of the following:

A. The Invention, including without limitation any improvements made thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;

B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Application or claiming the benefit thereof that have been or may hereafter be filed by the ASSIGNEE in the United States or in any foreign country ("Related Applications"); all continuations, divisionals, and continuations in part of the Application and any such Related Applications; and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. Those items of ASSIGNOR'S tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

D. All causes of action for infringement of or damage to all rights related to the Invention, Application, and Related Applications, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom, whether accruing before or after this Agreement.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE any facts of which ASSIGNOR has knowledge respecting the Invention, Application, or Related Applications, testify in any legal proceeding, sign all documents, make all rightful oaths and declarations, and generally do everything possible to aid ASSIGNEE in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement is not assignable or transferable by ASSIGNOR by operation of law or otherwise, and any attempt to do so shall be null and void. This agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and hereby does appoint ASSIGNEE as ASSIGNOR's attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the state or federal courts of Norfolk County in the Commonwealth of Massachusetts, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

D. ASSIGNOR agrees not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE's rights granted under this Agreement, or the validity thereof. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by ASSIGNEE and ASSIGNOR shall be effective. Further, this Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 25 day of July, 2005

Alan E. Shluzas  
Alan E. Shluzas

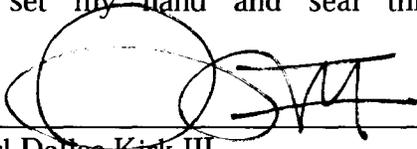
STATE OF Massachusetts }  
  } ss.  
COUNTY OF Norfolk }

On July 25, 2005, before me, Rita Alice George, personally appeared Alan E. Shluzas 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 they executed the same in their authorized capacity(ies), and that by 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] Rita Alice George  
Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 21 JUL day of 2005

  
Karl Dallas Kirk III

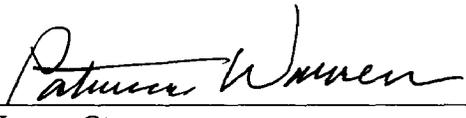
STATE OF New York }  
COUNTY OF New York } ss.

On 21 July 2005, before me, Karl Dallas Kirk III, personally Karl Dallas Kirk III 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 they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

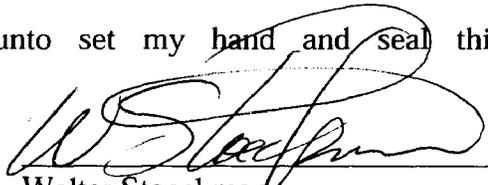
WITNESS my hand and official seal.

[SEAL]

PATRICIA WARREN  
NOTARY PUBLIC, State of New York  
No. 43-4729813  
Qualified in Richmond County  
Certified in New York County  
Commission Expires Feb. 28, 2007

  
Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 7/21 day of 2005

  
Walter Stoeckmann

STATE OF New York }  
COUNTY OF New York } ss.

On 21 July 2005, before me, Walter Stoeckmann, personally appeared Walter Stoeckmann 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 they executed the same in their authorized capacity(ies), and that by 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]

PATRICIA WARREN  
NOTARY PUBLIC, State of New York  
No. 43-4729813  
Qualified in Richmond County  
Certified in New York County  
Commission Expires Feb. 28, 2007

  
Notary Signature

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