

05-15-2006



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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Novare Surgical Systems, Inc.
10440A Bubb Road
Cupertino, CA 95014

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) February 23, 2006

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Vitalitec International, Inc.

Internal Address: Suite 100

Street Address: 10 Cordage Park Circle

City: Plymouth

State: Massachusetts

Country: United States Zip: 02360

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

10/664,273, 10/861,757, 10/133,511, 10/770,897

B. Patent No.(s)

6,007,552, 6,312,445, 6,461,368, 6,165,186, 6,293,954, 6,228,104,
6,558,408, 6,530,942, 6,692,514, 6,387,112, 6,273,902, 6,299,621,
6,942,676, 6,719,766, 6,802,848, 6,821,284, 6,099,539, 6,387,106,
6,206,896, 6,544,274, 6,638,287, 6,676,676, 6,685,715

Additional numbers attached? ☐ Yes ☒ No

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

Name: George A. Coury

Internal Address: Suite 1201

Street Address: 900 Chapel Street

City: New Haven

State: CT Zip: 06510

Phone Number: (203) 777-6628

Fax Number: (203) 865-0297

Email Address: Docket@bachlap.com

6. Total number of applications and patents involved: 28

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 02-0184

Authorized User Name George A. Coury

9. Signature:

Signature

May 9, 2006

Date

05/12/2006 BBYRNE 00000015 10664273

George A. Coury

01 FC:003 11240001 of Person Signing

Total number of pages including cover sheet, attachments, and documents: 1

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT

THIS ASSIGNMENT, from Novare Surgical Systems, Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 10440A Bubb Road, Cupertino, California 95014 (hereinafter referred to as the assignor), by assignment, of those patents and patent applications set forth on the attached Schedule A (hereinafter referred to as the Assigned Patents), witnesseth:

Vitalitec International, Inc., a corporation having a place of business at 10 Cordage Park Circle, Suite 100, Plymouth, Massachusetts 02360 (hereinafter referred to as the assignee), is desirous of acquiring all legal right, title and interest in and to said Assigned Patents, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon, and assignor wishes to assign all its legal right, title and interest in said Assigned Patents to assignee.

NOW, THEREFORE, in consideration of the \$600,000 paid by assignee to assignor for certain inventory, part of which being said Assigned Patents, and other good and sufficient consideration, the receipt of which is hereby acknowledged, assignor has sold, assigned, transferred and set over, and does sell, assign, transfer and set over to the assignee, its successors, legal representatives and assigns, all its legal right, title and interest in and to the above-mentioned Assigned Patents, and any and all Letters Patent or Patents in the United States and all foreign countries which may be granted therefor and thereon, including divisions, continuations and continuations-in-part, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignor, had this sale and assignment not been made.

AND for the same consideration, assignor hereby covenants and agrees that it will, whenever counsel of assignee, or the counsel of assignee's successor, legal representatives and assigns of the Assigned Patents, shall advise that any proceeding in connection with the Assigned Patents, or any proceeding in connection with Letters Patent for the inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part, or any reissue or extension of any of the Assigned Patents, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of the Assigned Patents, without charge to assignee, its successors, legal representatives and assigns, but at the cost and expense of assignee, its successors, legal representatives and assigns.

This agreement shall be interpreted in accordance with the laws of the State of California (and to the extent applicable, federal law) excluding choice of law rules that would apply a different law. Any disputes arising under or in connection with this Agreement shall be submitted to court of competent subject matter jurisdiction within the State of California, to the personal jurisdiction of which each party hereby consents. Each party also waives all defenses he or it may have to the personal jurisdiction of such courts located within the State of California, including without limitation the defense of *forum non conveniens*.

Assignor shall be entitled to file this agreement publicly (for example for recordation purposes to record with patent authorities (including without limitation the USPTO) with respect to the Assigned Patents).

Assignee is entitled to assign this agreement, in whole or in part, freely, without the requirement to get consent from assignor.

FOR Novare Surgical Systems, Inc.:

Printed Name: KERRY POPE

Title: PRESIDENT : CEO

Signature: [Handwritten Signature]

Dated: FEB 23, 2006

ASSIGNMENT

THIS ASSIGNMENT, from Novare Surgical Systems, Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 10440A Bubb Road, Cupertino, California 95014 (hereinafter referred to as the assignor), by assignment, of those patents and patent applications set forth on the attached Schedule A (hereinafter referred to as the Assigned Patents), witnesseth:

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NOW, THEREFORE, in consideration of the \$600,000 paid by assignee to assignor for certain inventory, part of which being said Assigned Patents, and other good and sufficient consideration, the receipt of which is hereby acknowledged, assignor has sold, assigned, transferred and set over, and does sell, assign, transfer and set over to the assignee, its successors, legal representatives and assigns, all its legal right, title and interest in and to the above-mentioned Assigned Patents, and any and all Letters Patent or Patents in the United States and all foreign countries which may be granted therefor and thereon, including divisions, continuations and continuations-in-part, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignor, had this sale and assignment not been made.

AND for the same consideration, assignor hereby covenants and agrees that it will, whenever counsel of assignee, or the counsel of assignee's successor, legal representatives and assigns of the Assigned Patents, shall advise that any proceeding in connection with the Assigned Patents, or any proceeding in connection with Letters Patent for the inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part, or any reissue or extension of any of the Assigned Patents, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of the Assigned Patents, without charge to assignee, its successors, legal representatives and assigns, but at the cost and expense of assignee, its successors, legal representatives and assigns.

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Assignee is entitled to assign this agreement, in whole or in part, freely, without the requirement to get consent from assignor.

FOR Novare Surgical Systems, Inc.:

Printed Name: KERRY POPE

Title: PRESIDENT : CEO

Signature: [Handwritten Signature]

Dated: FEB 23, 2006