

Rev 9/05

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDATION FORM COVER SHEET
PATENTS ONLY

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

1. Name of conveying party(ies)

VisionScope, LLC

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

2. Name and address of receiving party(ies)

Name: VisionScope Technologies, LLC

Internal Address: Suite 101

Street Address: 5 Greenleaf Woods Drive

City: Portsmouth State: NH Zip: 03801

Country: USA

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

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other

Execution Date: August 22, 2007

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 is:

A. Patent Application No.(s) 09/660,840, 11/788,747, 11/512,715, 11/075,827 and 11/072,685

B. Patent No.(s) 6,863,651 and 6,478,730

Additional numbers attached? Yes No

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

Weingarten, Schurgin,
Gagnebin & Lebovici LLP
Ten Post Office Square
Boston, Massachusetts 02109

6. Total number of applications and patents

Involved [7]

7. Total fee (37 CFR 3.41)....\$280.00

Enclosed

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Deposit Account No. 23-0804

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8. 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.

Attorney Name: Thomas O. Hoover

Registration No. 32,470

Signature:



Date:



Total number of pages including cover sheet, attachments, and document: [6]

Attorney Docket No. VSI-MISC

356335

Sent VIA FACSIMILE to:
Assignment Division
Recordation Services
Fax No. (571) 273 0140

CH \$280.00 230804 09660840

ASSIGNMENT OF PATENT RIGHTS

This Patent Assignment (this "Assignment") is made effective this 22nd day of August 2007, by and between VisionScope LLC, a limited liability company organized and existing under the laws of Delaware, and having a usual place of business at 5 Greenleaf Woods Drive, Suite 101, Portsmouth, New Hampshire 03801 ("Assignor") and VisionScope Technologies LLC, a limited liability company organized and existing under the laws of Delaware, and having a usual place of business at 5 Greenleaf Woods Drive, Suite 101, Portsmouth, New Hampshire 03801 ("Assignee").

WHEREAS, Assignor possesses certain rights in and to, the patents and patent applications (and patents issuing on such applications) listed in Schedule A attached hereto and the invention(s) described and/or claimed in such patents and patent applications (collectively, the "Patent Rights"); and

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of August 22nd, 2007 (the "Asset Purchase Agreement"), pursuant to which Assignor sells, transfers, assigns, conveys and delivers to Assignee, and Assignee purchases and acquires from Assignor, all right title and interest to and in all of the assets described therein, including, without limitation, the Patent Rights;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of good and valuable consideration including consideration agreed upon between Assignor and Assignee pursuant to the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned and transferred and by these presents does hereby sell, assign and transfer unto Assignee, its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described and/or claimed in the Patent Rights (the "Inventions"), together with Assignor's entire right, title and interest in and to the Patent Rights and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of patents and patent applications within the Patent Rights or such other patents, and any right, title and interest Assignor may have in applications to which the Patent Rights claim priority; the Inventions and the Patent Rights to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby conveys all of its rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. Assignor hereby acknowledges that this assignment, being of Assignor's entire right, title and interest in and to the Inventions and the Patent Rights carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee's selection and the right to procure the grant of all patents to Assignee in its own name as assignee of Assignor's entire right, title and interest therein;

AND, Assignor hereby further agrees for itself and its successors, assigns, agents, and legal representatives to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the Patent Rights to Assignee, its successors, assigns, and legal representatives, as well as to third parties at the request of Assignee including the execution of documents (including, without limitation, petitions, specifications, oaths, assignments, disclaimers, declarations and affidavits) relating to non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications within the Patent Rights, as requested by Assignee, and generally do everything possible to aid Assignee, its successors, assigns and legal representatives to obtain, record, maintain, and enforce full protection for the Inventions in all countries, but in each instance at Assignee's reasonable expense;

AND, Assignor hereby further agrees to provide statements or testimony in any interference or other proceeding in which any of the Patent Rights may be involved;

AND, Assignor hereby warrants that it has not knowingly conveyed to others any rights in the Patent Rights or the Inventions or any license to use the same or to make, use or sell anything embodying or utilizing any of the Inventions, and that it has good right to assign the Inventions and the Patent Rights without encumbrance;

AND, Assignor does hereby authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Patent Rights or patents as shall be granted upon the Patent Rights, or applications based thereon, to Assignee, its successors, assigns, or legal representatives.

AND, Assignor hereby warrants that it is the sole owner of the Patent Rights.

Assignee and Assignor also agree that multiple copies of this Assignment of Patent Rights may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both Assignor and Assignee, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers as of the date first written above.

ASSIGNOR: VISIONSCOPE LLC
Name: Marc Blumenthal
Signature: [Signature]
Title: Manager

On this 22nd day of August 2007, before me, the undersigned Notary Public, personally appeared Marc Blumenthal, proved to me through satisfactory evidence of identification, which was/were NH Drivers License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Barbara B. Cieman
Signature of Notary

(Seal)

My Commission Expires: 11/16/2010

BARBARA B. CIEMAN
Notary Public - New Hampshire
My Commission Expires November 16, 2010

ASSIGNEE: VISIONSCOPE TECHNOLOGIES LLC
Name: Marc Blumenthal
Signature: [Signature]
Title: Manager

On this 22nd day of August 2007, before me, the undersigned Notary Public, personally appeared Marc Blumenthal, proved to me through satisfactory evidence of identification, which was/were NH Drivers License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Barbara B. Cieman
Signature of Notary

(Seal)

My Commission Expires: 11/16/2010

BARBARA B. CIEMAN
Notary Public - New Hampshire
My Commission Expires November 16, 2010

[Signature Page to Patent Assignment Agreement]

SCHEDULE A**Patent Rights****United States Patents and Applications**

Serial No.	Filing Date	Title	Status
6,863,651	10/19/01	Miniature Endoscope With Imaging Fiber System	ISSUED
11/072,685	3/4/05	Miniature Endoscope With Imaging Fiber System	PENDING
11/075,827	3/8/05	Portable Imaging System Employing A Miniature Endoscope	PENDING
11/512,715	8/30/06	Portable Imaging System Employing A Miniature Endoscope	PENDING
11/788,747	4/20/07	Portable Imaging System Employing A Miniature Endoscope	PENDING
6,478,730	9/9/98	Zoom Laparoscope	ISSUED
60/153,568	9/13/99	Miniature Endoscope System	ABANDONED
60/187,305	3/6/00	Miniature Endoscope	ABANDONED
60/212,935	6/20/00	Miniature Endoscope	ABANDONED
09/660,840	9/13/00	Miniature Endoscope System	PENDING

Foreign Patents and Applications

Country and Serial No.	Filing Date	Title	Status
PCT/US02/33336	10/18/02	Miniature Endoscope With Imaging Fiber System	LAPSED
CANADA 2,464,091	10/18/02	Miniature Endoscope With Imaging Fiber System	PENDING
EPO 02 802 164	10/18/02	Miniature Endoscope With Imaging Fiber System	PENDING
JAPAN 537483/03	10/18/02	Miniature Endoscope With Imaging Fiber System	PENDING
PCT/US06/008342	3/8/06	Portable Imaging System Employing A Miniature Endoscope	PENDING
PCT/US99/20640	9/9/99	Zoom Laparoscope	LAPSED

Country and Serial No.	Filing Date	Title	Status
CANADA 2,341,721	9/9/99	Zoom Laparoscope	PENDING
EPO 99 945 609.8	9/9/99	Zoom Laparoscope	PENDING
JAPAN 568380/00	9/9/99	Zoom Laparoscope	PENDING
TAIWAN 126429	9/9/99	Zoom Laparoscope	ISSUED
PCT/US00/25107	9/13/00	Miniature Endoscope System	LAPSED
EPO 00 961 881.0	9/13/00	Miniature Endoscope System	PENDING
CANADA 2,381,823	9/13/00	Miniature Endoscope System	PENDING
JAPAN 522879/01	9/13/00	Miniature Endoscope System	PENDING
PCT/US02/08925	3/21/02	Miniature Endoscope System	LAPSED
EPO 02 726 666.7	3/21/02	Miniature Endoscope System	PENDING

WSGL WEINGARTEN, SCHURGIN, GAGNEBIN & LEOVICI LLP

Intellectual Property Law
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FACSIMILE COVER SHEET

DATE: October 10, 2007

TO: Assignment Division
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Fax No.: (571) 273 0140

FROM: Thomas O. Hoover

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MESSAGE

Enclosed for filing please find an: Assignment for recordation including
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328745.1

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RECORDED: 10/10/2007

**PATENT
REEL: 019943 FRAME: 0198**