

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Eric Bornstein	11/28/2007
RECEIVING PARTY DATA	
Name:	Nomir Medical Technologies, Inc.
Street Address:	232 Pond Road
City:	Natick
State/Country:	MASSACHUSETTS
Postal Code:	01760
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11930941
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NAME OF SUBMITTER:	Toby H. Kusmer
Total Attachments: 3 source=072287-0100#page1.tif source=072287-0100#page2.tif source=072287-0100#page3.tif	

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ASSIGNMENT

WHEREAS, I, Eric Bornstein, being a citizen of the United States, residing at 232 Pond Road, Natick, MA 01760, United States of America, am the inventor of certain new and useful inventions and discoveries, for which I have made an application for Letters Patent entitled “**NEAR INFRARED MICROBIAL ELIMINATION LASER SYSTEMS**”, the specification of which was filed with the United States Patent and Trademark Office on October 31, 2007 and assigned United States Patent Application Serial No. 11/930,941; and

WHEREAS, **Nomir Medical Technologies, Inc.**, whose address is 232 Pond Road, Natick, MA 01760, United States of America, and which, together with its successors and assigns is hereinafter called “ASSIGNEE,” is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

WHEREAS, the parties desire to have a recordable instrument assigning the entire right, title and interest in and to said invention, said application and any Letters Patent that may be granted for said invention in the United States and throughout the world;

NOW, THEREFORE, for and in consideration of my employment by ASSIGNEE and other valuable consideration furnished by ASSIGNEE to me, receipt and sufficiency of which I hereby acknowledge, I hereby, without reservations:

1. Assign, transfer, and convey to ASSIGNEE the entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent, including any applications entitled to benefit of priority to said application under Title 35, United States Code, Sections 120, 121 or 251, which include any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, reissue, and convention applications based in whole, or in part, upon said inventions or discoveries, or upon said applications, and any and all Letters Patents, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon, or arise from, said inventions, said discoveries, said applications, and said Letters Patent;

2. Authorize ASSIGNEE to file patent applications in any or all countries on any or all of said inventions and discoveries in my name or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable, under International Conventions or otherwise;

3. 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 ASSIGNEE, as assignee of the entire right, title, and interest therein or otherwise as ASSIGNEE may direct;

4. Warrant that I have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents, or any license to use the same, or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that I have good right to assign the same to ASSIGNEE without encumbrance;

5. Bind my heirs, legal representatives, and assigns, as well as myself, to do, upon ASSIGNEE's request and at ASSIGNEE's expense, but without additional consideration to me or them, all acts reasonably serving to assure that said inventions and discoveries, said patent applications, and said Letters Patents shall be held and enjoyed by 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 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 ASSIGNEE; and to communicate to ASSIGNEE all facts known to us relating to said inventions and discoveries or the history thereof, and to testify as to the same in any court or proceeding; and to furnish ASSIGNEE any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of my conceptions, disclosures, and reduction to practice of said inventions and discoveries.

