

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	08/24/2005		
CONVEYING PARTY DATA			
Name		Execution Date	
Aristo Medical Products, Inc.		08/24/2005	
RECEIVING PARTY DATA			
Name:	Dolphin Medical, Inc.		
Street Address:	12525 Chadron Avenue		
City:	Hawthorne		
State/Country:	CALIFORNIA		
Postal Code:	90250		
PROPERTY NUMBERS Total: 8			
Property Type	Number		
Patent Number:	D384412		
Patent Number:	D387862		
Patent Number:	5217012		
Patent Number:	5329922		
Patent Number:	5366025		
Patent Number:	5429129		
Patent Number:	5715816		
Patent Number:	5743261		
CORRESPONDENCE DATA			
Fax Number:	(949)709-3193		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	7143689753		
Email:	sona@patentmetrix.com		
Correspondent Name:	Hazim Ansari		

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PATENT
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Address Line 1: 14252 Culver Drive
Address Line 2: Box 914
Address Line 4: Irvine, CALIFORNIA 92604

ATTORNEY DOCKET NUMBER:

OSI121

NAME OF SUBMITTER:

Hazim Ansari

Total Attachments: 3

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CONTRIBUTION AGREEMENT

This Contribution Agreement (this "Agreement") is entered into effective as of August 24, 2005 (the "Effective Date"), between Aristo Medical Products, Inc., a California corporation ("Transferor"), and Dolphin Medical, Inc., a California corporation ("Transferee").

WHEREAS, Transferor has deemed it to be in the best interest of Transferor to wind up and dissolve, pursuant to Section 1900, *et seq.* of the California Corporations Code; and

WHEREAS, Transferee desires to acquire all of the assets of Transferor, and Transferor desires to transfer all of its assets to Transferee; and

WHEREAS, in consideration of the transfer of all the assets of Transferor to Transferee, Transferee will assume all the liabilities of Transferor related to the assets and all of Transferee's federal and state tax liabilities;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. TRANSFER OF ASSETS AND LIABILITIES

1.1 Transfer of Included Assets. Upon and subject to the terms and conditions of this Agreement, as of the Effective Date, Transferor hereby contributes, assigns, agrees to assign, transfers, conveys and delivers to Transferee all of its right, title, and interest in all of the assets, tangible and intangible and wherever located, including all intellectual property rights and assets, including without limitation all patent, trademark and copyright applications and registrations and all other rights appurtenant thereto (the "Included Assets").

1.2 Transfer of Assumed Liabilities. Upon and subject to the terms and conditions of this Agreement, as of the Effective Date, Transferor hereby transfers and Transferee hereby assumes and agrees to thereafter pay, satisfy, perform and discharge all of the obligations and liabilities that result directly from of any of the Included Assets and all of Transferee's federal and state tax liabilities (the "Assumed Liabilities").

1.3 Consideration. As consideration for the contribution and transfer of the Included Assets by Transferor to Transferee, on the Effective Date, Transferee shall assume the Assumed Liabilities.

1.4 Cooperation. Transferor shall take all actions necessary to execute any and all documents as may be reasonably requested by Transferee from time to time to fully vest or perfect in Transferee all right, title and interest in and to the Included Assets transferred pursuant to this Agreement.

2. REPRESENTATIONS AND WARRANTIES OF TRANSFEROR

2.1 Organization and Standing. Transferor is a corporation duly organized, validly existing and in good standing under the laws of the State of California. Transferor has full corporate power and authority to execute, deliver and perform this Agreement. The execution, delivery and performance of this Agreement by Transferor has been duly authorized by all necessary corporate action on the part of Transferor.

2.2 Binding Effect. This Agreement has been duly executed and delivered by Transferor and, assuming the due execution and delivery hereof by Transferee, constitutes the legal, valid and binding obligation of Transferor, enforceable against Transferor in accordance with its terms.

2.3 Ownership of Assets. Transferor has good, valid and marketable title to all the Included Assets free and clear of all claims, charges, liens, mortgages, security interests, pledges, restrictions or encumbrances. Transferor owns or possesses licenses or other legally enforceable rights to use all intellectual property and other intangible assets which are Included Assets.

3. REPRESENTATIONS AND WARRANTIES OF TRANSFEEE

3.1 Organization and Standing. Transferee is a corporation duly organized, validly existing and in good standing under the laws of the State of California. Transferee has full corporate power and authority to execute, deliver and perform this Agreement. The execution, delivery and performance of this Agreement by Transferee has been duly authorized by all necessary corporate action on the part of Transferee.

3.2 Binding Effect. This Agreement has been duly executed and delivered by Transferee and, assuming the due execution and delivery hereof by Transferor constitutes a legal, valid and binding obligation of Transferee, enforceable against Transferee in accordance with its terms.

4. GENERAL PROVISIONS

4.1 Approvals and Consents. Transferor and Transferee shall use all reasonable efforts to obtain all governmental or regulatory approvals and consents and make or cause to be made (or assist the other party in making) any declarations, filings and registrations with governmental or regulatory authorities which are necessary for the parties to consummate the transactions contemplated therein.

4.2 Nonassignable Contracts and Permits. Nothing in this Agreement shall be construed as an attempt to assign to Transferee any contract, commitment, or other agreement or permit, license or authorization which is by law or its terms nonassignable or the assignment of which would constitute a violation of a statute, rule, regulation, contract, commitment or other agreement. If, as of the Effective Date, an attempted assignment of any contract, commitment or other agreement would be ineffective or would affect Transferee's rights thereunder, each party shall cooperate with the other in a mutually acceptable arrangement, at the Transferee's cost, to provide the Transferee the benefit (including the economic benefit) of such contract, commitment, or other agreement.

4.3 Third Party Beneficiaries. Nothing in this Agreement is intended, nor shall it be construed, to confer any rights or benefits upon any person (including, but not limited to, any employee or former employee of Transferor or Transferee) other than the parties hereto.

4.4 Successors and Assigns. This Agreement shall be binding upon and inure to the parties hereto and their respective successors and assigns, provided, however, that no party hereto will assign its rights or delegate its obligations under this Agreement without the express written consent of the other party hereto.

4.5 Further Assurances. Each party hereto shall execute, deliver, file and record, or cause to be executed, delivered, filed and recorded, such further agreements, instruments and other documents, and take, or cause to be taken, such further actions, as the other party hereto may reasonably request as being necessary or advisable to effect or evidence the transactions contemplated by this Agreement.

4.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts or choice of law provisions.

4.7 Integration. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

4.8 Severability. If any term or provision of this Agreement, or the application thereof to any party or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or application to such other party or circumstances, shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

4.9 Amendment. No change, modification or amendment of this Agreement shall be valid or binding on the parties unless such change or modification shall be in writing signed by the party against whom the same is sought to be enforced.

4.10 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one instrument. Counterparts of this Agreement that are manually signed and delivered by facsimile or other electronic transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering the same in such manner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

TRANSFEROR:

ARISTO MEDICAL PRODUCTS, INC.
a California corporation

By: 
Deepak Chopra, Chief Executive Officer

TRANSFeree:

DOLPHIN MEDICAL, INC.
a California corporation

By: 
Deepak Chopra, Chief Executive Officer