

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	LICENSE						
CONVEYING PARTY DATA							
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Alan Ellman</td><td>02/08/2008</td></tr><tr><td>Jon Garito</td><td>02/08/2008</td></tr></tbody></table>	Name	Execution Date	Alan Ellman	02/08/2008	Jon Garito	02/08/2008	
Name	Execution Date						
Alan Ellman	02/08/2008						
Jon Garito	02/08/2008						
RECEIVING PARTY DATA							
Name:	ELLMAN INTERNATIONAL, INC.						
Street Address:	3333 Royal Avenue						
City:	Oceanside						
State/Country:	NEW YORK						
Postal Code:	11527						
PROPERTY NUMBERS Total: 2							
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>11804981</td></tr><tr><td>Application Number:</td><td>11357251</td></tr></tbody></table>	Property Type	Number	Application Number:	11804981	Application Number:	11357251	
Property Type	Number						
Application Number:	11804981						
Application Number:	11357251						
CORRESPONDENCE DATA							
Fax Number:	(212)294-4700						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
Phone:	2122946635						
Email:	dkumar@winston.com						
Correspondent Name:	WINSTON & STRAWN LLP - Allan A. Fanucci						
Address Line 1:	1700 K Street N.W.						
Address Line 4:	Washington, DISTRICT OF COLUMBIA 200063817						
ATTORNEY DOCKET NUMBER:	2678-37						
NAME OF SUBMITTER:	ALLAN A. FANUCCI						
Total Attachments: 4							
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INTELLECTUAL PROPERTY RECORDING LICENSE (INTERNATIONAL)

This INTELLECTUAL PROPERTY LICENSE (the "***License***") is effective as of February ~~8~~, 2008 (the "***Effective Date***"), by and among ALAN ELLMAN, at c/o Ellman Innovations, LLC, 3333 Royal Avenue, Oceanside, New York 11572 and JON GARITO, residing at 906 Wateredge Place, Hewlett Harbor, New York, 11557, (collectively "***Licensors***"), and ELLMAN INTERNATIONAL, INC., a New York corporation having a place of business at 3333 Royal Ave., Oceanside, NY 11527 ("***Licensee***").

WHEREAS, pursuant to the Stock Purchase Agreement dated as of ~~February~~ 7, 2008 among the parties hereto and Ellman Holdings, Inc., a Delaware corporation ("***Holdings***"), and the Intellectual Property Transfer and License Agreement (herein the "***IP Agreement***") dated as of the date hereof among the parties hereto (together, as each may be amended from time to time in accordance with the terms thereof, the "***Agreements***"), ***Licensors*** have agreed to exclusively license certain intellectual property to ***Licensee***; and

WHEREAS, ***Licensors*** are the owners of all right, title and interest in and to the intellectual property listed in Schedule A hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ***Licensors*** and ***Licensee*** hereby agree as follows:

1. ***Licensors*** hereby grant to ***Licensee*** an exclusive, worldwide, fully paid-up, irrevocable and perpetual (but subject to Section 3.7 of the IP Agreement) license, to make, have made, use, offer to sell, sell, import or otherwise dispose of products and processes under the intellectual property listed in Schedule A solely in the International Field as defined in the IP Agreement together with the right to sublicense, all subject to the terms and conditions set forth in the IP Agreement.

2. ***Licensors*** hereby authorize ***Licensee*** to request the relevant government entity or agency to record ***Licensee*** as having an exclusive license pursuant to the terms and conditions of the IP Agreement.

3. Each ***Licensor*** hereby represents and warrants that ***Licensors*** collectively have the full right to convey the license herein assigned, and that they have not executed, and will not execute, any agreement in conflict herewith.

4. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts executed in and to be performed in that State, without regard to the choice of law or conflicts of laws thereof.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto execute this Assignment as of the date first above written.

Date


ALAN ELLMAN

STATE OF *New York*)
COUNTY OF *New York*)

On this _____ day of _____, 2008, before me, a Notary Public, personally appeared **Alan Ellman**, to me known and known to me to be the person of that name, who signed the foregoing instrument and acknowledged the same to be his/her free act and deed.


Notary Public

My Commission Expires

LINDA DOS SANTOS
Notary Public, State of New York
No. 4821390
Qualified in Westchester County
Term Expires June 30, 20 *10*

Date


JON GARITO

STATE OF *New York*)
COUNTY OF *New York*)

On this _____ day of _____, 2008, before me, a Notary Public, personally appeared **Jon Garito**, to me known and known to me to be the person of that name, who signed the foregoing instrument and acknowledged the same to be his/her free act and deed.


Notary Public

My Commission Expires

LINDA DOS SANTOS
Notary Public, State of New York
No. 4821390
Qualified in Westchester County
Term Expires June 30, 20 *10*

FEBRUARY 8, 2008
Date

Richard Epstein
ELLMAN INTERNATIONAL, INC.

By: Richard M. Epstein

Title: President and Chief Executive Officer

STATE OF ILLINOIS)
COUNTY OF COOK)

Richard M. Epstein being duly sworn, did depose and say this 8th day of FEB, 2008, that he/~~she~~ is the PRES & CEO of Ellman International, Inc.; that he/~~she~~ is authorized to execute this Assignment on behalf of said corporation; that he/she has read and signed the foregoing Assignment and knows and understands the contents thereof.

3-16-10
My Commission Expires

Beverly T. Darling
Notary Public



[Intellectual Property Recording License (International)]

SCHEDULE A

Pending U.S. Patent Applications

Title	Application No.	Filing Date
RF Endoscopic Electrosurgical Instrument	11/804,981	22-May-07
Flexible Electrosurgical Electrode with Manipulator	11/357,251	21-Feb-06