

05-13-2008



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To the Director of the U.S. Patent

103502440

uments or the new address(es) below

5.12.08

1. Name of conveying party(ies):

Cole Invention Hospital Group, LLC

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

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

Execution Date(s) August 16, 2007

- 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: Careview Communication, Inc.

Internal Address:

Street Address: 5000 Legacy Drive  
Suite 470

City: Plano

State: Texas

Country USA Zip: 75024

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)  
10/735,307

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Rudolph J. Buchel, Jr.  
Rudolph J. Buchel, Jr., P.C.

Internal Address:

Street Address: P.O. BOX 702526

City: Dallas

State: Texas Zip: 75370-2526

Phone Number: (972) 930-9449

Fax Number: (972) 930-9446

Email Address: r.buchel@buchel-ip.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41).....\$ 40.00

- 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 50-3328

Authorized User Name Rudolph J. Buchel, Jr., PC

9. Signature.

*Rudolph J. Buchel, Jr.*  
Signature

Rudolph J. Buchel, Jr.  
Name of Person Signing

05/12/2008 NJAHAI 00000107 10735307  
01 FC:0021 May 6, 2008 40.00 US  
Date

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

3

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, VA. 22313-1450

## PURCHASE AGREEMENT

This purchase agreement (the "Agreement") is entered into this 16th day of August, 2007 between Cole Investment Hospital Group, L.L.C., a Nevada limited liability company ("Cole") and CareView Communications, Inc., a Texas corporation ("CareView") each a "Party" and, collectively, the "Parties".

WHEREAS, Cole desires to sell any and all rights and property relating to Cole's healthcare and medical intellectual property (as indicated in Intellectual Property below); and

WHEREAS, Cole owns such intellectual rights and property and is willing to sell them to CareView at the Purchase Price; and

WHEREAS, CareView desires to purchase said intellectual rights and property from Cole at the Purchase Price; and

NOW, THEREFORE, the Parties agree as follows:

### 1. Intellectual Rights and Property.

Cole will sell all intellectual rights and property it acquired from Cadco Surveillance Networks, L.L.C. (including but not limited to trade secrets, know-how, and information relating to the technology, customers, suppliers, business plans, promotional and marketing rights and activities, and software relating to the technology) as it relates to and could be applied in the healthcare and medical business to CareView. All necessary license rights to any future developed technology or improvements (either trade secrets or patents) will be granted to CareView as needed at no additional costs. Likewise, all necessary license rights to any future developed technology or improvements (either trade secrets or patents) will be granted to Cole as needed at no additional costs.

### 2. Cole Representation and Warranty.

Cole owns all rights and title to the Intellectual Property and has all required and appropriate approvals to sell the Intellectual Property to CareView. Such sale will in no way place Cole or CareView in Default of any agreement.

### 3. Purchase Price.

CareView will pay Cole the following Purchase Price:

a. [REDACTED]; and

b. [REDACTED]; and

c.

ownership of the Intellectual Property.


4. Choice of Law and Forum.

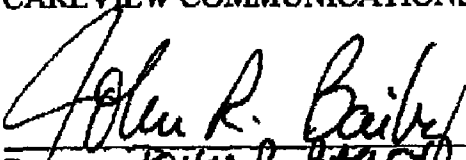
This Agreement is made under, and shall be governed by and construed in accordance with, the laws of the United States and the internal laws of the State of Texas, without reference to its principles of conflicts of law. The United States District Court for the District of Texas and the state courts of Texas, County of Collin, shall have exclusive jurisdiction over any dispute involving this Agreement and the Licensed Technology, and each party consents to personal jurisdiction in such courts.

IN WITNESS WHEREOF, Cole and CareView have executed this Agreement effective as of the last date set forth below.

COLE INVESTMENT GROUP, L.L.C.

CAREVIEW COMMUNICATIONS, INC.

  
\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

  
\_\_\_\_\_  
By: JOHN R. BAILEY  
Its: CEO