

PATENT ASSIGNMENT

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 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Black, Inc.	05/27/2008
RECEIVING PARTY DATA	
Name:	Gifts In Kind, Inc. US/CA
Street Address:	333 North Fairfax Street
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5954713
Patent Number:	6358244
CORRESPONDENCE DATA	
Fax Number:	(404)962-6527
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	404-885-3652
Email:	maryan.merchant@troutmansanders.com
Correspondent Name:	Mary Anthony Merchant, Ph.D.
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Address Line 2:	Suite 5200
Address Line 4:	Atlanta, GEORGIA 30308
ATTORNEY DOCKET NUMBER:	GIK11
NAME OF SUBMITTER:	Mary Anthony Merchant, Ph.D.
Total Attachments: 5	
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EXHIBIT C

ASSIGNMENT

WHEREAS, we, **Black, Inc.**, a corporation of the Ontario, having a principal place of business at 100 Sheppard Avenue East, Suite 502, Toronto, Canada M2N 6N5, are the owners of the inventions and patents and patent applications listed in Schedule A, annexed hereto and made a part hereof; and

WHEREAS, **Gifts In Kind, Inc., US/CA**, non-profit corporation of the Commonwealth of Virginia, U.S.A, and registered as a Public Foundation with the Canada Revenue Agency, (89757,2558,RR0001) Ontario, Canada, having a principal place of business at 333 North Fairfax Street, Alexandria, Virginia, USA, is desirous of acquiring an interest in the same;

WHEREAS, **Black, Inc.** and **Gifts In Kind, Inc., US/CA**, have entered into an Intellectual Property Donation Agreement effective MAY 27, 2008 (date Agreement is effective), wherein **Black, Inc.** has donated certain technology and other assets related to carbon dissecting devices;

WHEREAS, **Gifts In Kind, Inc., US/CA**, in receiving the donation from **Black, Inc.** are desirous of acquiring the entire right, title and interest in and to the above-identified patents and patent applications;

NOW, THEREFORE, **Black, Inc.**, hereby assigns, transfers, grants and conveys unto **Gifts In Kind, Inc., US/CA**, the full, exclusive and entire right, title, and interest in and to said patents and patent applications, in and to any divisions, continuations, and reissues thereof, and in and to all inventions and improvements disclosed and described in said patent and patent applications, including all rights we may have to sue for damages and other remedies in respect of any infringement of said nonprovisional application which may have occurred before the date of this assignment, the same to be held and enjoyed by **Gifts In Kind, Inc., US/CA**, for its own use and benefit, and for its legal representatives and assigns, to the full end of the term for which said Letters Patent is granted, as fully and entirely as the same would have been held by us had this assignment not been made;

For the same consideration, we, by these presents do assign, transfer, grant and convey to **Gifts In Kind, Inc., US/CA**, the full, exclusive, and entire right, title and interest in and to any international patents and application or applications corresponding to said U.S. patents or applications, in whole or in part, in countries other than the United States, in and to any Letters Patent and similar protective rights granted on said international applications, and in and to the right to claim any applicable priority rights arising from or required for said international

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applications under the terms of any applicable conventions, treaties, statutes, or regulations; said international applications to be filed and issued in the name of **Gifts In Kind, Inc., US/CA**, or its designee insofar as permitted by applicable law.

AND, for the same consideration, we agree to sign all lawful papers, execute all division, continuing, reissue and other applications, make all assignments and rightful oaths, and generally do everything possible to aid **Gifts In Kind, Inc., US/CA**, its successors, assigns, and nominees, to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world.

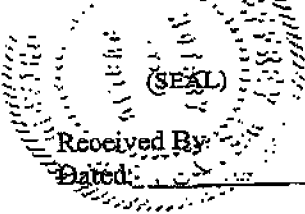
We further agree that all necessary records of **Black, Inc.**, to establish priority of invention in any interference or similar proceeding will be made available at no additional charge to us in the event such records are needed in connection with any of the assigned Letters Patent or applications for Letters Patent.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed and its seal to be affixed.

Dated: May 27, 2008 **Black, Inc.**

Signed By: [Signature]
Name: Larry Krauss
Authorized Signing Officer

PROVINCE OF ONTARIO
Before me, a Notary Public in and for Province of Ontario, on this 27 day of May, 2008, personally appeared Larry Krauss, who being duly sworn, signed and acknowledged the foregoing Assignment as his/her free act and deed.



[Signature]
NOTARY PUBLIC
My Commission Expires: n/a

Received By: _____
Dated: _____

Gifts In Kind, Inc., US/CA,
a Virginia, U.S.A corporation and an registered Public
Foundation, Ontario, Canada

By: _____
Name: _____
Title: _____

STATE OF _____
Before me, a Notary Public in and for _____, on this _____ day of _____, 2008, personally appeared _____, who being duly sworn, signed and acknowledged the foregoing Assignment as his/her free act and deed.

NOTARY PUBLIC

SCHEDULE A

1. U.S. Patent No. 5,954,713, issued September 21, 1999
2. U.S. Patent No. 6,358,244, issued March 19, 2002
3. Australian Patent No. 741165, issued March 7, 2002
4. United Kingdom Patent No. 97933420.8, issued March 3, 2004
5. French Patent No. 97933420.8, issued March 3, 2004
6. German Patent No. 69727938, issued March 3, 2004
7. Japanese Patent Application No. 2007015568
8. Japanese Patent Application No. 10506215

THELEN

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April 22, 2008

Ostrolenk, Faber, Gerb & Soffen, LLP
1180 Avenue of the Americas
New York, New York 10036

Re: Patent Assignment Dated May 18, 2005

Gentlemen:

I am a partner of Thelen Reid Brown Raysman and Steiner, LLP, and have authority to make the statements and representations set forth herein.

Endo Surgical Devices, Inc. and Black, Inc. entered into a certain collateral purchase sale, dated May 18, 2005 (the "Collateral Sale"), which transferred certain intellectual property, including patents, trademarks and copyrights, from Endo Surgical Devices, Inc. to Black, Inc. The Collateral Sale was duly recorded in the United States Patent and Trademark Office.

In the Notice of Public Sale and Memorandum of Sale, dated May 2, 2005, the Memorandum of Sale, dated May 18, 2005, and the Terms of Sale, dated May 18, 2005, in connection with the Collateral Sale, the name of Endo Surgical Devices, Inc. was incorrectly identified as either Endo Surgical Advisers, Inc. or Endo Surgical Advisors, Inc.. Despite the Recordation Form Cover Sheet correctly identifying Endo Surgical Devices, Inc. as the conveying party in the Collateral Sale, these documents were recorded in the Patent Office.

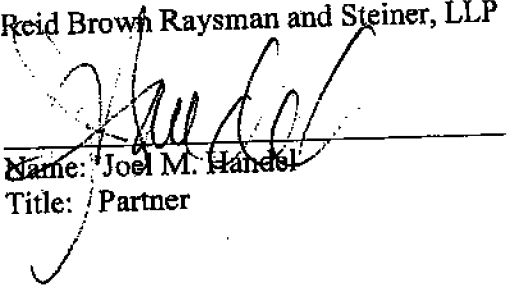
Based on my recollection and my recent review of my files, I have no basis to believe that there has ever existed any company named Endo Surgical Advisers, Inc. or Endo Surgical Advisors, Inc. Accordingly, it is my opinion that Endo Surgical Devices, Inc. was incorrectly listed in the above-identified Notice of Public Sale and Memorandum of Sale, Memorandum of Sale and Terms of Sale due to a clerical error.

I hereby authorize Black, Inc. to record this document in the United States Patent and Trademark Office, and I agree to cooperate with Black, Inc. to do anything else that is reasonably necessary to correct the aforementioned erroneous recordations.

Very truly yours,

Thelen Reid Brown Raysman and Steiner, LLP

By:


Name: Joel M. Handel
Title: Partner

JMH:md

NY #1259952 v1

NEW YORK SAN FRANCISCO WASHINGTON, DC LOS ANGELES SHANGHAI LONDON SILICON VALLEY HARTFORD NORTHERN NJ

PATENT
REEL: 021230 FRAME: 0262

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Re: EndoSurgical Devices

Mary Ann Merchant,

As indicated, I reviewed our files extensively and did not come up with any reference whatsoever to company names for EndoSurgical other than EndoSurgical Devices or Endo Surgical Devices.

I also asked Larry Krauss, the head of Black Inc. and he had no recollection of alternate firm names such as EndoSurgical Advisors, Endo Surgical Advisors, EndoSurgical Partners, or Endo Surgical Partners. I looked up some of these alternate names on Google and they did not show up in any way. Besides the email attached, I spoke to Joel Handel over the phone and he told me that he had no reference in his files for such alternate names.

R. Sokol

July 8/08