## Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT				
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY				
CONVEYING PARTY DATA					
1	lame	Execution Date			
Cordova Technology Partners, L.P.	08	3/11/2008			
J. David Brown III	08	3/11/2008			
J. D. Brown Jr.	08	/11/2008			
James D. Davis	08	3/11/2008			
H. Corbin Day	08	/11/2008			
Harold Bradford Dunn	08	/11/2008			
Graco Resources, Inc.		/11/2008			
Hess Investment Fund, Ltd.		3/11/2008			
Jasper Fund		/11/2008			
Jemison Investment Co., Inc.		/11/2008			
Southwood Partners, L.L.C.	08	3/11/2008			
Miller Investments, LLC	08	/11/2008			
Michael Stanwood	08	/11/2008			
Naum Tselesin	08	3/11/2008			
Brad Dunn		8/11/2008			
Miller Investments, Ltd.		3/11/2008			
Ed Lillenstein (aka "Ed Lilinshtein")		3/11/2008			
David Ames		/11/2008			
Amesco, Inc.		/11/2008			

#### **RECEIVING PARTY DATA**

Name:	Profile, LLC
Street Address:	6930 Cahaba Valley Road
Internal Address:	Suite 200
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35242

PROPERTY NUMBERS Total: 3

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Fax Number:	(612)492-7077
Correspondence will be se	ent via US Mail when the fax attempt is unsuccessful.
Phone:	612.492.7000
Email:	thipkins@fredlaw.com
Correspondent Name:	Thomas R. Hipkins
Address Line 1:	Fredrikson & Byron, P.A.
Address Line 2:	200 South Sixth Street, Suite 4000
Address Line 4:	Minneapolis, MINNESOTA 55402-1425

ATTORNEY DOCKET NUMBER:	56708.0003
NAME OF SUBMITTER:	Thomas R. Hipkins
Total Attachments: 23	
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August 11, 2008

ProUroCare Medical Inc. Attention: Rick Carlson 5500 Wayzata Boulevard #310 Golden Valley, MN 55416

#### Re: <u>Agreement for Acceptance of Collateral in Full Satisfaction of Obligations, dated</u> <u>August 28, 2001 (the "Agreement")</u>

The undersigned acknowledges and agrees that (i) Teo Dagi had the authority to act as agent of all of the Secured Note Holders and the Debenture Holders in executing the Agreement, (ii) the Collateral was granted, bargained, assigned, transferred, conveyed and delivered by the Company to the Nominee in full satisfaction of the Obligations, (iii) the undersigned has the authority to act as agent of all of the Secured Note Holders and the Debenture Holders in terminating and releasing any and all security interests held by the Secured Note Holders and the Debenture Holders in the Collateral, and (iv) the undersigned indemnifies and holds harmless the addressee of this letter and its agents, successors and assigns from any proceeding related to the subject matter of this letter, including without limitation, any claim by any Secured Note Holder or Debenture Holder with respect to the Collateral.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

(the signature page follows.)

PATENT REEL: 021428 FRAME: 0383

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STANLEY GRAVES

STATE OF ALABAMA) ) ss. COUNTY OF Shelby

The foregoing instrument was acknowledged before me this  $\cancel{11}$  day of August, 2008, by Stanley Graves, who is known to me personally or who produced a driver's license as identification.

Palm Notary Public My Com. expires 1/19/09

4412267\_1.DOC

August \_\_\_\_, 2008

Profile, LLC Attention: Stanley L. Graves 6930 Cahaba Valley Road, Suite 200 Birmingham, AL 35242

ProUroCare Medical Inc. Attention: Rick Carlson 5500 Wayzata Boulevard #310 Golden Valley, MN 55416

Ladies and Gentlemen:

Each of the undersigned agree as follows:

(1) all of the undersigned's' security interests in and all other liens on all assets listed on <u>Schedule 1</u> attached hereto (the "Collateral") are hereby automatically terminated and released;

(2) each addressee is hereby authorized to file UCC Financing Statement Amendments terminating or amending all UCC Financing Statements naming Profile or ProUroCare Medical Inc. as debtor and the undersigned as secured party and the Collateral as collateral;

(3) from time to time upon any addressee's request, the undersigned shall execute all requested releases of security interests, including without limitation the Release of Patent Security Interest attached hereto as <u>Exhibit A</u>, and each addressee is hereby authorized to file such releases with the United States Patent and Trademark Office ("USPTO") or similar filing office terminating any USPTO or similar filing office filings evidencing a security interest of the undersigned in the Collateral; and

(4) from time to time upon any addressee's request, the undersigned shall execute such satisfactions, terminations, releases and all other documents as are reasonably necessary to release, satisfy or terminate the undersigned's security interests of record in the Collateral.

(the signature pages follow.)

PATENT REEL: 021428 FRAME: 0385

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STANLEY GRAVES, as agent for the following Debenture Holders and Secured Note Holders: Cordova Technology Partners, L.P., J. David Brown, III, J.D. Brown, Jr., James D. Davis, H. Corbin Day, Harold Bradford Dunn, Graco Resources, Inc., Hess Investment Fund, Ltd., Jasper Fund, Jemison Investment Co., Inc., Southwood Partners, L.L.C., Miller Investments, LLC, Michael Stanwood, Naum Tselesin, Brad Dunn, Miller Investments, Ltd., Ed Lillenstein (aka "Ed Lilinshtein"), David Ames, Amesco, Inc.

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#### **RELEASE OF PATENT SECURITY INTEREST**

For good and valuable consideration, the receipt of which is hereby acknowledged, each of the undersigned hereby release all right, title and interest in and to the patents of ProUroCare Medical Inc. listed in <u>Schedule 1</u> attached hereto, together with the goodwill of the business symbolized thereby and the registration thereof, and all products and proceeds thereof, including without limitation, any and all causes of action which may exist by reason of infringement thereof.

(the signature pages follow.)

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STANLEY GRAVES, as agent for the following Debenture Holders and/Secured Note Holders: Cordova Technology Partners, L.P., J. David Brown, III, J.D. Brown, Jr., James D. Davis, H. Corbin Day, Harold Bradford Dunn, Graco Resources, Inc., Hess Investment Fund, Ltd., Jasper Fund, Jemison Investment Co., Inc., Southwood Partners, L.L.C., Miller Investments, LLC, Michael Stanwood, Naum Tselesin, Brad Dunn, Miller Investments, Ltd., Ed Lillenstein (aka "Ed Lilinshtein"), David Ames, Amesco, Inc.

## Schedule 1 Patents and/or Patent Applications

T30 - N.	US Patent		
File No.	No.	Title	Status
4774-102	5,860,934 (CIP of	Method and Device for Mechanical Imaging of Breast	
(4061-104)	App. 07/994,109	a service for monancar maging of Breast	Filed?
4774-102WO		Method and Device for Mechanical Imaging of Breast	Issued 01/19/99
4774-102EP	App. # 0884976	Method and Device for Mechanical Imaging of Breast	
(European)	PCT/US97/02431	and portion for Micchanical imaging of Breast	Filed 08/31/98
(4061-104EP)			
4774-102JP	App. #	Method and Device for Mechanical Imaging of Breast	
(Japanese)	PCT/US97/02431	and an and source for international imaging of Breast	Filed 08/27/98
(4061-104JP)			
4774-102.1	5,833,633 (CIP of	Device for Breast Haptic Examination	
(4061-104.1)	5,524,636)	a state product traphic bixaninghion	Filed 11/03/97
4774-103	5,785,633 (CIP of	Method and Device for Mechanical Imaging of	Issued 11/10/98
(4061-106)	5,524,636)	Prostate	Filed 02/27/96
4774-103WO		Method and Device for Mechanical Imaging of	Issued 07/28/98
		Prostate	
4774-103BP	App. #	Method and Davies for Market	
(European)	PCT/US97/02426	Method and Device for Mechanical Imaging of Prostate	Filed 09/10/98
(4061-106EP)		* TOSTATO	
4774-103JP	App. #	Method and Danias 6 . 14 1	
(Japanese)	PCT/US97/02426	Method and Device for Mechanical Imaging of Prostate	Filed 08/27/98
(4061-106JP)		riostate ,	
4774-103.1	5,836,894 (CIP of	Amagandra Carl	
(4061-106.1)	5,524,636)	Apparatus for Measuring Mechanical Parameters of	Filed 06/10/97
		the Prostate and for Imaging the Prostate Using such Parameters	Issued 11/17/98
4774-103.2	5,922,018 (CIP of	Mathed for This m	
(4061-106.2)	5,524,636)	Method for Using a Transrectal Probe to Mechanically Image the Prostate Gland	Filed 06/10/97
4774-104	5,524,636	Mothed and A	Issued 07/13/99
(4061-107)		Method and Apparatus for Hasticity Imaging	Filed 12/21/92
4774-105	5,265,612	Internervit, Filterry 1 12	Issued 06/11/96
(4061-109)		Intracavity Ultrasonic Device for Elasticity Imaging	Filed 12/21/92 .
4774-106	6,142,959	Daving for D-1-4	Issued 11/30/93
(4061-110)		Device for Palpation and Mechanical Imaging of the Prostate	Filed 07/22/99
4774-106WO	Int'l Publication		Issued 11/07/00
(4061-	# WO 01/06927	Device for Palpation and Mechanical Imaging of the Prostate	Filed 07/21/00
110WO)	AI	riosale	PCT Int'l Publica-
4774-107	Serial # 09/843, 056	Ammunt	tion Date 02/01/01
(4061-113)		Apparatus and Method for Mechanical Imaging of Breast	Filed 04/26/01
4774-107WO	Pending		
4061-113		Apparatus and Method for Mechanical Imaging of Breast	Filed 4/26/01
(WO)		DICASE	
4774-(?)	Pending	1.	1
.,	- watering	Method and Device for Prostate Haptic Examination	Document prepared
4774-108	App. #		5/3/00
(4061-114)	09/819,419	Real Time Mechanical Imaging of the Prostate	Document prepared
			12/14/00
4061-102	5,606,971	No. 1 In	Filed 03/28/01
	-34443414 ,	Method and Device for Shear Wave Blasticity	Filed 11/13/95
4061-102.1	5,810,731 (CIP of	1 1000000	Issued 03/04/97
	5,606,971)	Method and Apparatus for Blasticity Imaging Using	Filed 03/04/97
4061-105	5,678,565	I WARDER HRUBER NEED WARD	Issued 09/22/98
	2,010,000	Ultrasonic Blasticity Imaging Method and Device	Filed 02/27/96
			Issued 10/21/97

This number contains la type error. It should read (9,785,6

Stanley

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	File No.	US Patent No.	Title	Statua	
		5,533,402	Method and Apparatus for Measuring Acoustic Parameters in Liquids using Cylindrical Ultrasonic Standing Waves	Filed 05/11/94 Issued 07/09/96	
•	4061-111 4061-112P	Pending Pending	Electrooptical Apparatus and Method for Monitoring Cell Growth in Microbiological Culture	Filed 08/11/99	
		reading	Self-Palpation Device for Examination of Breast	Filed 03/31/00	ŀ

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#### AGREEMENT FOR ACCEPTANCE OF COLLATERAL IN FULL SATISFACTION OF OBLIGATIONS

THIS AGREEMENT FOR ACCEPTANCE OF COLLATERAL IN FULL SATISFACTION OF OBLIGATIONS (this "Agreement"), is made and entered into this 28 " day of August, 2001, by and between ArMed, Inc. (the "Company") and Teo Dagi as agent for each of Cordova Technology Partners, L.P. ("Cordova"), J. David Brown, III, J.D. Brown, Jr., James D. Davis, H. Corbin Day, Harold Bradford Dunn, Graco Resources, Inc., Hess Investment Fund, Ltd., Jasper Fund, Jemison Investment Co., Inc., Southwood Partners, L.L.C., Miller Investments, LLC, Michael Stanwood, Naum Tselesin (each a "Debenture Holder" and collectively, the "Debenture Holders") and each of Graco Resources, Inc., Brad Dunn, Miller Investments, Ltd., Ed Lillenstein, Naum Tselesin, David Ames, Amesco, Inc., Jemison Investment Company, Inc. (each a "Secured Note Holder" and collectively, the "Secured Note Holders").

#### RECITALS

WHEREAS, the Company executed an amended and restated convertible subordinated debentures in favor of each of the Debenture Holders between January 2, 2001 and July 11, 2001 (the "Debentures"); and

WHEREAS, the Company executed a secured promissory note in favor of each of the Secured Note Holders on either August 29, 1996 or September 17, 1997 (the "Secured Notes"); and

WHEREAS, in connection with the Debentures and Secured Notes, the Company granted the Debenture Holders and the Secured Note Holders a security interest in all of the assets of the Company (the "Collateral") pursuant to a security agreement dated May 6, 1998 (the "Security Agreement"); and

WHEREAS, an Event of Default pursuant to Section 3(b)(ii) of the Debentures and a default pursuant to Section (b)(2)(b) of the Secured Notes, as well as an event of default pursuant to Section 5(b) of the Security Agreement, has occurred and is continuing; and

WHEREAS, the Debenture Holders and Secured Note Holders wish to exercise all of their rights and remedies under their respective instruments and pursuant to the Security Agreement; and

WHEREAS, the Debenture Holders and Secured Note Holders have made a demand for payment, in cash, of all principal and interest due and owing under the Debentures and Secured Notes (the "Obligations"), as provided for therein; and

WHEREAS, the Debenture Holders and Secured Note Holders are willing to accept certain Collateral in full satisfaction of the Company's Obligations on the terms and conditions set forth herein.

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NOW, THEREFORE, in consideration of the recitals and of the mutual agreements of the parties contained herein, and intending to be legally bound hereby, the parties hereby agree as follows:

1. The Debenture Holders and Secured Note Holders hereby accept the Collateral set forth on <u>Schedule 1(a)</u> attached hereto (the "Accepted Collateral") in satisfaction of that portion of the Company's Obligations under each of the Debentures and Secured Notes as set forth on <u>Schedule 1(b)</u> attached hereto.

2. The Company consents to the acceptance by the Debenture Holders and Secured Note Holders of the Accepted Collateral set forth on <u>Schedule 1(a)</u> attached hereto in satisfaction of that portion of the Company's Obligations under each of the Debentures and Secured Notes as set forth on <u>Schedule 1(b)</u> attached hereto. The Debenture Holders and Secured Note Holders shall not assume or be subject to any liabilities of the Company.

3. The Company represents and warrants to the Debenture Holders and Secured Note Holders that to the best of its knowledge:

a. There are no other secured party's or lienholders that, 10 days before the date hereof, held a security interest in or other lien on the Accepted Collateral perfected by the filing of a financing statement that:

i. identified the Accepted Collateral;

ii. was indexed under the Company's name as of that date; and

iii. was filed in the office or offices in which to file a financing statement against the Company covering the Accepted Collateral as of that date; and

b. There are no other secured parties that, 10 days before the date hereof, held a security interest in the Accepted Collateral perfected by compliance with a statute, regulation, or treaty described in Section 336.9-311(a) of the Minnesota Uniform Commercial Code - Secured Transactions.

c. There are no secondary obligors that should receive notification of this Agreement.

4. The Debenture Holders and Secured Note holders represent and warrant to the Company that:

a. The Debenture Holders and Secured Note Holders have not received a notification of a claim of an interest in the Accepted Collateral from:

i. Any persons described in Section 3(a) and 3(b) of this Agreement; or

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ii. any other person, other than the Company holding an interest in the Accepted Collateral subordinate to the security interest that is the subject of this Agreement.

5. The Company does hereby grant, bargain, sell, assign, transfer, convey and deliver unto Profile, LLC, a Delaware Limited Liability Company, its successors and assigns as nominee of the Debenture Holders and Secured Note Holders (the "Nominee") the Accepted Collateral set forth on <u>Schedule 1(a)</u> attached hereto.

6. The Company covenants and agrees that it will do, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, to the Purchaser any and all such further deeds, transfers, assignments, instruments, and conveyances, as the Debenture Holders and Secured Note Holders may reasonably demand for the better assuring, conveying, and confirming to the Nominee all the Accepted Collateral bargained, sold, assigned, transferred and conveyed, or so intended to be, by this Agreement including, without limitation, execution of a Patent Assignment in the form attached hereto at Exhibit A.

7. Upon execution of this Agreement: (i) the Obligations shall be discharged to the extent set forth on Schedule 1(b) attached hereto; (ii) all right title and interest in the Accepted Collateral shall be transferred to the Nominee; (iii) all subordinate interests in the Accepted Collateral shall be terminated.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date firs written above.

COMPANY; By: Name: LEONARD 000 Title: PRESIDENT + COD

AGENT FOR DEBENTURE HOLDERS AND SECURED NOTE HOLDERS:

By:\_ Name: Firanici

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#### <u>Schedule 1(a)</u> Accepted Collateral

(a) All machinery, equipment, fixtures, furniture and other personal property owned by the Company, and all appurtenances and additions thereto and substitutions or replacements thereof, now owned or hereafter acquired by the Company, together with any proceeds or products thereof.

(b) All of Company's accounts and accounts receivable and proceeds thereof now existing or hereafter arising, the term "accounts receivable" meaning any right to payment for any goods sold or leased or furnished under contract of service, or any right to payment for services rendered.

(c) All inventory now owned or hereafter acquired by Company, including, without limitation, all goods, merchandise and other articles in bulk, raw materials, goods in process and all other tangible personal property now owned or hereafter acquired by Company and held for sale or lease or to be furnished under contract of service, including any and all proceeds or products thereof.

(d) All of Company's contract rights and general intangibles now existing or hereafter arising, including any proceeds thereof. The foregoing shall include, without limitation, all rights of Company in any patents and patent applications including, without limitation, those set forth on <u>Supplement 1(a)</u> attached hereto, and all rights which Company may acquire in any patents or patent applications in the future and any and all rights to receive royalties in connection with patent or other license agreements.

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## Schedule 1(a) - Supplement Patents and/or Patent Applications

File No.	US Patent No.	Title	Status
4774-102 (4061-104)	5,860,934 (CIP of App. 07/994,109	Method and Device for Mechanical Imaging of Breast	Filed? Issued 01/19/99
4774-102WO		Method and Device for Mechanical Imaging of Breast	188000 01/19/99
4774—102EP (European) (4061-104EP)	App. # 0884976 PCT/US97/02431	Method and Device for Mechanical Imaging of Breast	Filed 08/31/98
4774-102JP (Japanese) (4061-104JP)	App. # PCT/US97/02431	Method and Device for Mechanical Imaging of Breast	Filed 08/27/98
4774-102.1 (4061-104.1)	5,833,633 (CIP of 5,524,636)	Device for Breast Haptic Examination	Filed 11/03/97 Issued 11/10/98
4774-103 (4061-106)	5,785,633 (CIP of 5,524,636)	Method and Device for Mechanical Imaging of Prostate	Filed 02/27/96 Issued 07/28/98
4774-103WO		Method and Device for Mechanical Imaging of Prostate	133000 07720/30
4774-103EP (European) (4061-106EP)	App. # PCT/US97/02426	Method and Device for Mechanical Imaging of Prostate	Filed 09/10/98
4774-103JP (Japanese) (4061-106JP)	App. # PCT/US97/02426	Method and Device for Mechanical Imaging of Prostate	Filed 08/27/98
4774-103.1 (4061-106.1)	5,836,894 (CIP of 5,524,636)	Apparatus for Measuring Mechanical Parameters of the Prostate and for Imaging the Prostate Using such Parameters	Filed 06/10/97 Issued 11/17/98
4774-103.2 (4061-106.2)	5,922,018 (CIP of 5,524,636)	Method for Using a Transrectal Probe to Mechanically Image the Prostate Gland	Filed 06/10/97 Issued 07/13/99
4774-104 (4061-107)	5,524,636	Method and Apparatus for Elasticity Imaging	Filed 12/21/92 Issued 06/11/96
4774-105 (4061-109)	5,265,612	Intracavity Ultrasonic Device for Elasticity Imaging	Filed 12/21/92 . Issued 11/30/93
4774-106 (4061-110)	6,142,959	Device for Palpation and Mechanical Imaging of the Prostate	Filed 07/22/99 Issued 11/07/00
4774-106WO (4061- 110WO)	Int'l Publication # WO 01/06927 A1	Device for Palpation and Mechanical Imaging of the Prostate	Filed 07/21/00 PCT Int'l Publica- tion Date 02/01/01
4774-107 (4061-113)	Serial # 09/843, 056	Apparatus and Method for Mechanical Imaging of Breast	Filed 04/26/01
4774-107WO 4061-113 (WO)	Pending	Apparatus and Method for Mechanical Imaging of Breast	Filed 4/26/01
4774-(?)	Pending	Method and Device for Prostate Haptic Examination	Document prepared 5/3/00
4774-108 (4061-114)	App. # 09/819,419	Real Time Mechanical Imaging of the Prostate	Document prepared 12/14/00
4061-102	5,606,971	Method and Device for Shear Wave Elasticity Imaging	Filed 03/28/01 Filed 11/13/95
4061-102.1	5,810,731 (CIP of 5,606,971)	Method and Apparatus for Elasticity Imaging Using Remotely Induced Shear Wave	Issued 03/04/97 Filed 03/04/97
4061-105	5,678,565	Ultrasonic Elasticity Imaging Method and Device	Issued 09/22/98 Filed 02/27/96

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	File No.	US Patent No.	Title	Status	
	4061-108	5,533,402	Method and Apparatus for Measuring Acoustic Parameters in Liquids using Cylindrical Ultrasonic Standing Wayes	Filed 05/11/94 Issued 07/09/96	]
•	4061-111 4061-112P	Pending Pending	Electrooptical Apparatus and Method for Monitoring Cell Growth in Microbiological Culture	Filed 08/11/99	1
			Self-Palpation Device for Examination of Breast	Filed 03/31/00	٦ŀ

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## <u>Schedule 1(b)</u> Portion of Obligations Satisfied

entration of the

Debenture/Secured Note Holder	Outstanding	Outstanding Obligation	Amount Deemed
Hole Holder	<b>Obligation</b> (without	(without interest)	Satisfied
	interest) Secured Notes	Debentures	
J. David Brown, III		\$25,000.00	
J. D. Brown		\$25,000.00	
Cordova Technology Partners, L.P.	• • • • • • • • • • • • • • • • • • • •	\$2,050,000.00	
James D. Davis		\$100,000.00	
H. Corbin Day	·····	\$150,000.00	
Harold Bradford Dunn		\$339,000.00	
Graco Resources, Inc.			
Hess Investment Fund, Ltd.		\$30,000.00 \$266.693.50	
Jasper Fund			
Jemison Investment Co., Inc.		\$66,654.25 \$875,000.00	
Southwood Partners, L.L.C.			
Miller Investments LLC		\$66,654.25	
Michael Stanwood		\$3,500.00	
Naum Tselesin		\$50,000.00	
Hess Investment Fund, Ltd.		\$6,000.00	
Jasper Fund		\$23,100.00	
Southwood Partners, L.L.C.		\$5,950.00	
Cordova Technology Partners, L.P.		\$5,950.00	·····
Harold Bradford Dunn		\$25,000.00	
Harold Bradford Dunn		\$50,000.00	
Graco Resources, Inc.	\$12,500.00	\$50,000.00	
Graco Resources, Inc.	\$62,500.00		
Graco Resources, Inc.	\$56,250.00		
Brad Dumn	\$12,500.00		
Brad Dunn	\$62,500.00		
Brad Dunn	\$56,250.00		
Miller Investments, Ltd.			
Miller Investments, Ltd.	\$6,250.00		
Miller Investments, Ltd.			
Ed Lillenstein	\$28,125.00		
Ed Lillenstein	\$6,250.00		
Ed Lillenstein	\$31,250.00		
Naum Tselesin	\$14,062.50	· · · · · · · · · · · · · · · · · · ·	
Naum Tselesin	\$6,250.00		
Naum Tselesin	\$31,250.00		
David Ames	\$28,125.00	·	
Amesco, Inc.	\$6,250.00		
Amèsco, Inc.	\$31,250.00	٠	······································
Jemison Investment Company, Inc.	\$28,125.00	· · ·	
Jemison Investment Company, Inc.	\$14,062.50 \$80,000.00		

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## <u>Exhibit A</u> Patent Assignment

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Form PTO-1595 (Adapted) 3-13-96 PA	U.S. DEPARTMENT OF COMMERCE Patent & Trademark Office TENTS ONLY
To the Honorable Commissioner of Patents and Tradem	narks. Please record the attached original documents or copy thereof,
<ol> <li>Name of conveying party(ies):         ArMed, Inc.         Additional name(s) of conveying party(ies) attached?         Yes X No         3. Nature of conveyance:         Assignment Merger         Security Agreement Change of Name         Other Execution date(s) of each conveying party:         August 29, 2001         4(a). Patent Application No.(s): 09/843,056; 60/200,433; Patent No.(s): 5,860,934; 5,833,633; 5,7         If this document is being filed together with a new time.     </li> </ol>	85,633; 5,836,804; 5,020,010; 7,704,000
If this document is being filed together with a new application Additional numbers	on, the execution date of the application is:
<ul> <li>Name and address of party to whom correspondence concerning this document should be mailed:</li> <li>Name: Lisa M. Cobern Address: SUTHERLAND ASBILL &amp; BRENNAN LLP 999 Peachtree Street, NE Atlanta, Georgia 30309-3996</li> </ul>	<ol> <li>Total number of applications and patents involved: 11</li> <li>Total fee (37 C.F.R. §3.41) enclosed: \$440.00</li> </ol>
DO NOT U	SE THIS SPACE
Statement and signature. To the best of my knowledge and belief, the foregoing int of the original document. I certify that this correspondence is to be	formation is true and correct, and any attached copy is a true copy
Statement and signature. To the best of my knowledge and belief, the foregoing int of the original document. I certify that this correspondence is being deposited with t Box Assignments, Commissioner of Patents & Trademark a M. Cobern	formation is true and correct, and any attached copy is a true copy the United States Postal-Service as first class mail in an addressed to: cs, Washington, DC 20231, on the date given below.
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# ASSIGNMENT OF PATENTS, PATENT APPLICATIONS AND INVENTIONS

WHEREAS, ArMed, Inc., a corporation of the State of Delaware, having its principal place of business at 1500 Highway 100 South Suite 200 Minneapolis, Minnesota 55416-1565 (hereinafter "ASSIGNOR"), owns certain inventions and improvements disclosed in certain patents and patent applications described in Exhibit A; and

WHEREAS, Profile, LLC, a corporation of the State of Delaware, having a place of business at Corporation Trust Company 1209 Orange Street Wilmington, DE 19801 (hereinafter, "ASSIGNEE") is desirous of acquiring an interest in the same:

NOW, THEREFORE, for and in consideration of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR by these presents does sell, assign and transfer unto ASSIGNEE 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 applications, preparatory to obtaining Letters Patent of the United States therefor; and ASSIGNOR hereby requests the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said application, or from a division, continuation, or reissue thereof, to ASSIGNEE, as the assignee, for its interest and for the sole use and benefit of ASSIGNEE and its assigns and legal representatives.

For the same consideration, ASSIGNOR by these presents does sell, assign, and transfer to ASSIGNEE the full, exclusive, and entire right, title and interest in and to any foreign patent application or applications corresponding to said patents and patent 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 foreign applications, and in and to the right to claim any applicable priority rights arising from or required for said foreign applications under the terms of

AO 512176.1

Assignment of Patents and Patent Applications Assignor: ArMed, Inc. Page 2

any applicable conventions, treaties, statutes, or regulations, said foreign applications to be filed and issued in the name of ASSIGNEE, or its designee insofar as permitted by applicable law.

AND, for the same consideration, ASSIGNOR agrees to sign all lawful papers, execute all divisional, continuing, reissue and other applications, make all assignments and rightful oaths, and generally do everything possible to aid ASSIGNEE; its successors, assigns, and nominees, to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world.

ASSIGNOR further agrees that all necessary records of ASSIGNOR to establish priority of invention in any interference or similar proceeding will be made available at no additional charge to ASSIGNEE, in the event such records are needed in connection with any of the assigned patents or patent applications.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officers and its seal to be affixed, this  $29 \frac{h}{200}$  day of Ayyst,

ASSIGNOR: ArMed, Inc.

[Corporate Seal]

AO 512176.1

By: Todd Leonard Title: · restor

Assignment of Patents and Patent Applications Assignor: ArMed, Inc. Page 3

## CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF Minnesota

COUNTY OF Hennepir

Before me, the undersigned attesting officer duly authorized to administer oaths, a Notary Public in and for the county aforesaid, on this <u>29</u> day of <u>Hugust</u>, <u>2001</u>, personally appeared <u>Todd Leonard</u>, to me known personally, and who, being by me duly sworn, deposes and says that he is the <u>President 4 MD</u> of <u>HrMed Inc</u>, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said <u>Todd Leonard</u> acknowledged said instrument to be the free act and deed of said corporation.

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LISA A. MUNIGHAN NOTARY PUBLIC-MINNESOTA MY COMMISSION EXPIRES 1-31-20 (SEAL)

Docket No.: 17708-0000

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My Commission Expires: 1-31-03

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	<u>Exhibit A</u>	
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EP97907654 2	636) Prostate	Issued 07/28/98
and the second	Prostate and Device for Mechanical Imaging	of Filed 09/10/98
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**RECORDED: 08/22/2008**