

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KIONIX, INC.	02/23/2009
RECEIVING PARTY DATA	
Name:	RHEONIX, INC.
Street Address:	22 Thornwood Drive
City:	Ithaca
State/Country:	NEW YORK
Postal Code:	14850
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	60979515
Application Number:	12249872
PCT Number:	US0879659
CORRESPONDENCE DATA	
Fax Number:	(815)361-9050
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	607-227-7263
Email:	anne@schneidermanlaw.com
Correspondent Name:	Anne M. Schneiderman
Address Line 1:	P.O. Box 422
Address Line 4:	Ithaca, NEW YORK 14851-0422
ATTORNEY DOCKET NUMBER:	RNX8-01; RNX8-02; RNX8-03
NAME OF SUBMITTER:	Anne M. Schneiderman

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Total Attachments: 4  
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is made by and between Kionix, Inc., a Delaware Corporation having offices at 36 Thornwood Drive, Ithaca, New York 14850 ("ASSIGNOR"), and Rheonix, Inc., a Delaware Corporation having offices at 22 Thornwood Drive, Ithaca, New York 14850 ("ASSIGNEE").

WHEREAS, ASSIGNOR represents that it exclusively owns the entire right, title and interest in the applications for patent identified herein as:

1. INTEGRATED MICROFLUIDIC PLATFORM APPARATUS AND METHOD, further identified by Attorney Docket Number RNX8-01, which application for patent was filed on October 12, 2007 and has been assigned Serial No. 60/979,515 by the United States Patent and Trademark Office;

2. INTEGRATED MICROFLUIDIC DEVICE AND METHODS, further identified by Attorney Docket Number RNX8-02, which application for patent was filed on October 10, 2008 and has been assigned Serial No. 12/249,872 by the United States Patent and Trademark Office;

and

3. INTEGRATED MICROFLUIDIC DEVICE AND METHODS, further identified by Attorney Docket Number RNX8-03, which application for patent was filed on October 10, 2008 and has been assigned Serial No. PCT/US2008/079659 by the United States Patent and Trademark Office;

WHEREAS, ASSIGNEE is desirous of obtaining the entire right, title and interest in, to and under the applications for patent identified herein;

WHEREAS, ASSIGNOR and ASSIGNEE wish to document by formal assignment to ASSIGNEE of ASSIGNOR's right, title and interest in the applications for patent identified herein;

ASSIGNOR and ASSIGNEE therefore agree as follows.

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by ASSIGNEE, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby sells, assigns transfers and sets over to ASSIGNEE:

(a) the entire right, title and interest in the invention or inventions as represented by the applications for patent identified herein in the United States, its territories, dependencies and possessions;

(b) the entire right, title, and interest in the applications for patent identified herein; and

(c) the entire right, title and interest in the invention or inventions as regards all other national jurisdictions and international entities that have the power to grant patents, wherever situated, including without limitation all applications for patent that claim priority to and/or the benefit of the subject matter disclosed in the applications for patent identified herein, including any provisional application, utility application, design application, and/or plant application, as well as any continuation application, divisional application, continuation-in-part application, reissue application, reexamination application, patent interference proceeding, foreign national application and/or any application filed or to be filed under a patent treaty such as the International Convention for Protection of Industrial Property and/or the Patent Cooperation Treaty, and any Letters Patent that may be granted therefor in any jurisdiction;

the same to be held and enjoyed by the ASSIGNEE for its own use and for its legal successors and assigns, as fully and entirely as the same would have been held by the ASSIGNOR had this assignment and sale not been made.

ASSIGNOR further acknowledges that included in this assignment is the right to bring suit to enforce the applications for patent identified herein against activities that occurred before the date of this Agreement.

ASSIGNOR covenants and agrees that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

ASSIGNOR covenants and agrees to execute upon the request of ASSIGNEE any assignment paper or other document reasonably necessary to evidence the assignment of the rights hereunder to ASSIGNEE, and agrees to cooperate with ASSIGNEE in all other matters relating to the assignment of these rights to ASSIGNEE.

ASSIGNOR covenants and agrees that ASSIGNEE will, upon request, be provided promptly with all pertinent facts and documents relating to the invention(s) and applications identified herein, any Letters Patent that may be granted therefor in any jurisdiction, and legal equivalents as may be known and accessible to ASSIGNOR, that ASSIGNOR will testify to the same in any interference, litigation or proceeding related thereto, and that ASSIGNOR will promptly execute and deliver to ASSIGNEE or ASSIGNEE's legal representatives any and all papers, instruments or affidavits required to maintain, issue and enforce said Letters Patent and said legal equivalents thereof that may be necessary or desirable to carry out the purposes thereof.

This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, excluding any choice of law rules that direct the application of the laws of another jurisdiction. If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall continue in full force and effect.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges herein any previous agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof. No waiver, modification or amendment of any of the terms or conditions of this Agreement shall be effective without the express, written agreement of both parties.

This Agreement shall be binding on any successors of the parties. Each party retains the right to assign its interests in this Agreement to any other party.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS WHEREOF, this Agreement was executed by Kionix, Inc. and Rheonix, Inc. on 2/23/2009 (Date)

KIONIX, INC.

By: [Signature]  
(Signature)

Name: Gregory J. Galvin  
Title: President and CEO

RHEONIX, INC.

By: [Signature]  
(Signature)

Name: Anthony R. Eisenhut  
Title: President and CEO

State of New York)

) SS.:

County of Tampkins)

On 2/23/2009 (date), before me, Priscilla Zamoiski (Notary Public)

Notary Public, personally appeared Gregory J. Galvin, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

[Signature]

PRISCILLA ZAMOISKI  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 012A6156450  
Qualified in Tioga County  
My Commission Expires November 27, 2010

State of New York)

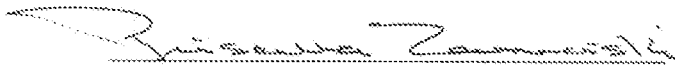
) SS.:

County of Tompkins)

On 2/23/2009, before me, Priscilla Zamgiski  
(date) (Notary Public)

Notary Public, personally appeared Anthony R. Eisenhut, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



PRISCILLA ZAMGISKI  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01ZA6156450  
Qualified in Tompkins County  
My Commission Expires November 27, 2010