PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

| Name | Execution Date |
|----------------------|----------------|
| Mr. Seth A. Foerster | 05/13/2009 |

RECEIVING PARTY DATA

| Name: | Dallen Medical, Inc. |
|-----------------|--------------------------|
| Street Address: | 1046 Calle Recodo, Ste G |
| City: | San Clemente |
| State/Country: | CALIFORNIA |
| Postal Code: | 92673 |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 12406904 |

CORRESPONDENCE DATA

Fax Number: (949)450-1764

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 949-450-1750

Email: dstout@patlawyers.com

Correspondent Name: Donald E. Stout
Address Line 1: 4 Venture, Ste 300

Address Line 4: Irvine, CALIFORNIA 92618

ATTORNEY DOCKET NUMBER: A-2396

NAME OF SUBMITTER: Donald E. Stout

Total Attachments: 2

source=A2396signedassignment0609#page1.tif source=A2396signedassignment0609#page2.tif

OP \$40.00 1240

PATENT REEL: 022789 FRAME: 0196

A-2396 U.S. Serial No. 12/406,90**24** F filed: March 18, 2009 page 1 of 2

WHEN RECORDED, RETURN TO:

Donald E. Stout Stout, Uxa, Buyan & Mullins, LLP 4 Venture, Suite 300 Irvine, CA 92618

ASSIGNMENT

WHEREAS, I, SETH A. FOERSTER of the city of San Clemente, State of California have invented certain new and useful improvements in a

LOAD SHAPING FOR DYNAMIC TENSIONING MECHANISMS AND METHODS

for which the said SETH A. FOERSTER having executed application papers for a patent application having been filed on March 18, 2009, and assigned United States Serial Number 12/406,904; and

WHEREAS, Dallen Medical, Inc., a Corporation of the State of Delaware, hereinafter called Assignee, having its place of business at 1046 Calle Recodo Suite G, San Clemente, CA 92673, is desirous of acquiring my entire right, title and interest in and to the aforesaid invention and in and to any and all Letters Patent therefor granted in the United States of America, and in any and all countries foreign thereto;

NOW, THEREFORE, TO WHOM IT MAY CONCERN, be it known that, for and in consideration of the sum of ONE DOLLAR (\$1.00) to me in hand paid by Assignee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, SETH A. FOERSTER by these presents sell, assign and transfer unto Assignee, its successors, legal representatives, and assigns, the full and exclusive right, title and interest worldwide (including the right to apply for Letters Patent in foreign countries and regions in its own name and to claim any priority rights for such foreign applications and which claim priority to the above referenced patent application and to which such applications are entitled under international conventions, treaties, or otherwise), in and to the said invention as described in said application, and all related intellectual property, including, but not limited to, all Letters Patent pending now or in the future or granted therefor, and all divisions, reissues and continuations thereof, trademark rights, trade names, copyrights, know how, trade secrets, and reproduction rights, and waive any and all moral rights in the invention, and I hereby authorize and request the Commissioner of Patents and Trademarks and foreign patent officials to issue all Letters Patent on said inventions or resulting therefrom to said Assignee, as assignee of my entire right, title and interest, and I covenant that I have full right so to do. I will communicate to said Assignee, or its successors any and all facts known to me regarding said invention immediately whenever requested, and will testify in any legal proceeding, sign all lawful papers, provide all tangible property describing or embodying the invention, execute all divisional, reissue, continuation, continuation-in-part, and foreign applications, and generally do everything possible to aid said Assignee, its successors and assigns, to

> PATENT REEL: 022789 FRAME: 0197

U.S. Serial No. 12/406,9024 5=

filed: March 18, 2009

page 2 of 2

obtain and enforce proper patent protection for said invention in all countries. I also covenant and agree not to contest the validity or enforceability of any intellectual property rights assigned herein, or to assist or request any third party to contest the validity or enforceability of any intellectual property rights assigned herein.

I do hereby release and forever discharge Assignee for any and all claims, including but not limited to, any debts, liabilities, damages and causes of action of whatsoever kind or nature related to the Invention, whether or not known, suspected, and unsuspected, including any and all previous agreements entered into, which now exist or may have existed prior to the date of this Agreement.

| Executed this 13th day of 11m | _, 2009. |
|---|---|
| SETH A. FOERSTER | |
| STATE OF CALIFORNIA / | |
| COUNTY OF/SS. | |
| On 5/3/2009, before me James Pak | · |
| notary public, personally appeared SETH A. FOERSTER who proved to satisfactory evidence to be the person(s) whose name(s)(is) are subscribed to t | |
| and acknowledged to me that he she/they executed the same in his/her/their aut | horized capacity(ies), |
| and that by his/her/their signature(s) on the instrument the person(s) or the which the person(s) acted, executed the instrument. | entity upon behalf of |
| I certify under PENALTY OF PERJURY under the laws of the State of Califor paragraph is true and correct. | rnia that the foregoing |
| Witness my hand and official seal. | JAMES PAK Commission # 1843747 Notary Public - California Orange County |
| Signature | Ay Comm. Expires May 6, 2013 |

RECORDED: 06/05/2009

PATENT REEL: 022789 FRAME: 0198