

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Michael S. Parker	04/29/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Reflectance Medical Inc.
<b>Street Address:</b>	15 Franklin Circle
<b>City:</b>	Northboro
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01532
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7245373
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)523-1231
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	617-570-1909
<b>Email:</b>	gwilliam@goodwinprocter.com
<b>Correspondent Name:</b>	Gregory S. William, Goodwin Procter, LLP
<b>Address Line 1:</b>	53 State Street, Exchange Place
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109
<b>ATTORNEY DOCKET NUMBER:</b>	REF-PARKER
<b>NAME OF SUBMITTER:</b>	Gregory S. William
<b>Total Attachments: 2</b> source=Reflectance Med 2#page1.tif source=Reflectance Med 2#page2.tif	

CH \$40.00 7245373

## PATENT ASSIGNMENT

This Patent Assignment (this "Assignment") is made by and between **Michael S. Parker**, of Uxbridge, MA ("ASSIGNOR") and **Reflectance Medical Inc.**, a corporation organized and existing under the laws of the state of Delaware, and having a present place of business at 15 Franklin Circle Northboro, MA 01532 ("ASSIGNEE").

WHEREAS, ASSIGNOR is a co-inventor of United States Patent No. 7,245,373 B2 titled "Spectrometer System for Optical Reflectance Measurements" filed as United States Serial No. 11/113,347 on April 25, 2005 (collectively, the "Patent Rights") and the invention(s) described and/or claimed in the Patent Rights (the "Inventions"); and

WHEREAS, under a separate assignment document executed on August 29, 2005, and recorded in the U.S. Patent and Trademark Office on September 7, 2005, at Reel 016738 and Frame 0875, ASSIGNOR purported to assign the entire right, title and interest of ASSIGNOR in the Patent Rights to NIRStat, LLC, a purported Massachusetts corporation having a recited place of business at 513 Stage Harbor Road, Chatham, MA 02633 ("NIRStat"); and

WHEREAS, ASSIGNOR did not receive valuable consideration for the assignment to NIRStat and, in any event, NIRStat was never established as a legal entity; therefore, the purported assignment to NIRStat is void, *ab initio*; and

WHEREAS, ASSIGNOR now wishes to assign the Inventions and Patent Rights to ASSIGNEE, and ASSIGNEE desires to acquire the Inventions and Patent Rights from ASSIGNOR.

NOW, THEREFORE, in consideration of U.S. \$100 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned and transferred and by these presents does hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, my entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the Inventions, together with my entire right, title and interest in and to the Patent Rights, including any applications and patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said Patent Rights, and any right, title and interest ASSIGNOR may have in provisional applications to which said Patent Rights claim priority; said Inventions and Patent Rights to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Patent Rights may be granted as fully and entirely as the same would have been held by me had this assignment and sale not been made; ASSIGNOR hereby conveys all of my rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such patent applications, including but not limited to any cause(s) of action and damages accruing prior to this assignment. ASSIGNOR hereby acknowledges that this assignment, being of my entire right, title and interest in and to said Inventions and Patent Rights, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE in its own name as assignee of my entire right, title and interest therein;

AND, ASSIGNOR hereby further agrees for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid Inventions and Patent Rights to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the

execution of non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications;

AND, ASSIGNOR hereby further agrees to provide statements or testimony in any interference or other proceeding in which said Inventions or any application or patent directed thereto may be involved;

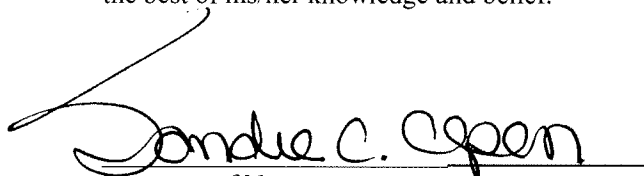
AND, ASSIGNOR does hereby authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Patent Rights to said ASSIGNEE, its successors, assigns, or legal representatives.

*IN TESTIMONY WHEREOF*, ASSIGNOR has hereunto set my hand and affixed my seal on the date set forth below.

ASSIGNOR:   
**Michael S. Parker**

Commonwealth/State of MA )  
County of NORFOLK ) ss

On this 29 day of April, 2009, before me, the undersigned Notary Public, personally appeared **Michael S. Parker**, proved to me through satisfactory evidence of identification, which was/were Drivers Lic., to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

  
Signature of Notary

(Seal)

My Commission Expires: June 13, 2014