

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. Ronald E. Tinsley	08/07/2009
RECEIVING PARTY DATA	
Name:	Pivotal Health Solutions, Inc
Street Address:	1521 9th Avenue
Internal Address:	Suite 2
City:	Watertown
State/Country:	SOUTH DAKOTA
Postal Code:	57501
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D475793
CORRESPONDENCE DATA	
Fax Number:	(605)274-1077
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	605-274-1077
Email:	mark@ekselawfirm.com
Correspondent Name:	Mark A Ekse
Address Line 1:	6116 S. Lyncrest Avenue
Address Line 2:	Suite 105
Address Line 4:	Sioux Falls, SOUTH DAKOTA 57108
ATTORNEY DOCKET NUMBER:	09-4541
NAME OF SUBMITTER:	Mark A Ekse
Total Attachments: 2 source=d475793-Assignment#page1.tif source=d475793-Assignment#page2.tif	

OP \$40.00 D475793

500979611

PATENT
 REEL: 023319 FRAME: 0274

PATENT ASSIGNMENT

Ronald E. Tinsley, an individual residing at 2944 Adams Street, Eugene, OR 97405 (hereinafter ASSIGNOR), is the inventor and owner of certain intellectual property related to the ornamental design of a Massage Tool. Specifically, this intellectual property includes:

United States Patent Number: D475,793;

Filed on May 31, 2002; having

Application Number 29/161,630; and

Entitled: MESSAGE TOOL

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold and assigned, and by these presents hereby sells and assigns unto Pivotal Health Solutions, Inc., a South Dakota Corporation having its principal office located at 1521 9th Avenue SE, Suite 2, Watertown, SD 57501 (hereinafter PHS) all right, title, and interest for the United States, its territories and possessions, and all countries foreign to the United States in and to the above described invention including any and all improvements and to the United States Patent, including all divisions, or continuations thereof and in and to any and all Letters Patent of the United States which may issue on any such application or for the invention, including any and all reissues, reexaminations, or extensions thereof, and all priority rights under all available International Agreements, Treaties and Conventions for the protection of Intellectual property in its various forms in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said improvements in any foreign countries, and all patents (including all continuations, divisions, extensions, renewals, substitutes, and reissues thereof) granted for said improvements in any foreign countries; to be held and enjoyed by PHS, its successors, legal representatives and assigns to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by the undersigned had this ASSIGNMENT not been made. Further this sale and assignment includes the right to recover for any third party infringement of the invention and United States patent, regardless of whether such infringement occurred before or occurs after the effective date;

The ASSIGNOR hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patent on applications to issue any and all such patents for the above invention and any improvements to PHS, its successors or assigns in accordance herewith;

The ASSIGNOR warrants and covenants that he has the full and unencumbered right to sell and assign the interests herein sold and assigned and that he has not executed and will not execute any document or instrument in conflict herewith; and there are no outstanding security interests or UCC filings related to the above invention or United States Patent;

The ASSIGNOR further warrants and covenants that to the best of his knowledge the patent application is not involved in any interference proceeding and that no notice of such proceeding has been received in relation to the above described invention and United States Patent, and further that the ASSIGNOR will give timely notice to PHS upon learning of any such filing;

The ASSIGNOR warrants and covenants that he has no licensing agreements lapsed, pending, or currently in force related to the invention and United States Patent and that any and all royalties or other compensation related to such licensing agreements or assertions receivable after the date of this assignment will be transferred to PHS;

The ASSIGNOR further covenants and agrees that at any time upon request of PHS its successors, legal representatives or assigns he will provide all information known to him relating to the invention or the patent application, or the patent and that he will execute and deliver any papers deemed necessary or desirable by PHS, its successors, legal representatives or assigns to perfect title to the inventions, and the application including divisions and continuations thereof and to any and all Letters Patents which may be granted therefore or thereon, including reissues, reexaminations, or extensions in PHS, its successors, or assigns or to assist PHS, its successors, legal representative or assigns in obtaining, reissuing or enforcing Letters Patents of the United States for the invention;

The ASSIGNOR hereby authorizes PHS to insert in this assignment any further identification which may be necessary or desirable to comply with the rules of the United States Patent and Trademark Office for the Recordation of this Assignment.

IN WITNESS WHEREOF, I have executed this Assignment on the 7 day of August, 2009.

A handwritten signature in dark ink, appearing to read 'Ronald E. Tinsley', enclosed within a large, loopy oval flourish.

Ronald E. Tinsley