

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Encore Medical Asset Corporation	09/08/2009
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:	6679905
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	09-4551
NAME OF SUBMITTER:	Mark A Ekse
Total Attachments: 2 source=Patent Assignment (6679903)#page1.tif source=Patent Assignment (6679903)#page2.tif	

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PATENT
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ASSIGNMENT OF PATENT

This Assignment is made this 8th day of September, 2009, by Encore Medical Asset Corporation, a Nevada corporation ("Assignor") in favor of Pivotal Health Solutions, Inc., a South Dakota corporation ("Assignee").

WHEREAS, Assignor obtained United States Patent No. **6,679,905** from the United States Patent and Trademark Office on January 20, 2004 (the "Patent"); and

WHEREAS, Assignor is the sole owner of said patent; and

WHEREAS, Assignee is acquiring the entire right, title and interest in the Patent;

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto the Assignee the entire right, title and interest in and to the Patent, to be held and enjoyed by the Assignee for its own use and for its legal representatives and assigns, to the full end of the term for which said Patent is granted, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made.

Assignor represents and covenants: 1) that it has the full and unencumbered right to sell and assign the patent, that it has not executed and will not execute any conflicting document or instrument; and there are no outstanding security interests or UCC filings related to the patent or the underlying invention; 2) no reissue applications or requests for reexamination have been filed against or in relation to invention and United States Patent, and that it will give timely notice to Assignee upon learning of any such filing; 3) the Patent is not involved in any interference proceeding and that no notice of such proceeding has been received in relation to the invention and the Patent, and further that it will give timely notice to Assignee upon learning of any such filing; 4) there are no licensing agreements lapsed, pending, or currently in force related to the invention and the Patent and it has no pending assertions of the Patent against anyone, and 5) 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 Assignee.

Dated: September 11, 2009

**ENCORE MEDICAL ASSET
CORPORATION**

By: Joseph G. Martinez
Joseph G. Martinez
Assistant Secretary

State of California
County of San Diego
Before me personally appeared Joseph G. Martinez
and acknowledged the foregoing instrument to be
his free act and deed this 11th day of September, 2009.

SEAL

[Signature]
Notary Public

