PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Stephen C. Jacobsen	09/16/2009
Fraser M. Smith	09/15/2009
David P. Marceau	09/15/2009

RECEIVING PARTY DATA

Name:	Sterling LC
Street Address:	360 Wakara Way
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84108

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12512188

CORRESPONDENCE DATA

Fax Number: (801)566-0750

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

Phone: 801-566-6633
Email: howlett@tnw.com

Correspondent Name: Hansen/Thorpe North & Western

Address Line 1: P.O. Box 1219

Address Line 4: Sandy, UTAH 84091-1219

ATTORNEY DOCKET NUMBER:	2890-T7076.J.NP
NAME OF SUBMITTER:	Jed H. Hansen

Total Attachments: 5

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Jed H. Hansen Thorpe North & Western, LLP P.O. Box 1219 Sandy, UT 84091-1219

ASSIGNMENT

WHEREAS, we, Stephen C. Jacobsen (resident of Salt Lake City, UT, whose postal mailing address is 274 S. 1200 East, Salt Lake City, UT 84102), Fraser M. Smith (resident of Salt Lake City, UT, whose postal mailing address is 2458 Promontory Drive, Salt Lake City, UT 84109), David P. Marceau (resident of Salt Lake City, UT, whose postal mailing address is 1662 E. Princeton Ave., Salt Lake City, UT 84105), (hereinafter "Assignors") have invented a certain new and useful improvement in a METHOD AND DEVICE FOR INCREMENTAL WAVELENGTH VARIATION TO ANALYZE TISSUE for which an application for United States Letters Patent was filed on July 30, 2009 as THORPE NORTH & WESTERN, LLP Docket No. 2890-T7076.J.NP, and given U.S. Patent Application Serial No.12/512,188; and

WHEREAS, Sterling LC, a limited liability company, organized and existing under the laws of the State of Utah, having a business address of 360 Wakara Way, Salt Lake City, UT 84108, (hereinafter "Assignee"), is desirous of acquiring the entire right, title, and interest in the same;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration paid to us by the Assignee, the receipt and sufficiency whereof is hereby acknowledged, we the said Assignors, hereby grant and assign unto the said Assignee, our entire right, title and interest in said invention and in all patent applications based thereon, including but not limited to the above identified United States Patent Application and in all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries; the right, power and authority to file and prosecute U.S. and foreign patent applications on said

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invention, and to do so in its own name wherever such right may be legally exercised, and including the right to claim the priority and benefits of the International Convention for such applications; and the right to bring actions for infringement of any right in said invention in its own name, including past infringement, in any jurisdiction.

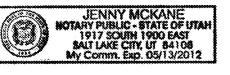
We hereby authorize and request the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all Letters Patent on said invention to the said Assignee as the owner of our entire interest, for the sole use and behoof of the said Assignee, its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by us had this assignment and sale not been made.

We hereby agree, without further consideration and without expense to us, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us to make this Assignment fully effective, including, by way of example but not of limitation, the following: prompt execution of all original, divisional, substitution, reissue, and other United States and foreign patent applications on said invention, and all lawful documents as requested by the Assignee to further the prosecution of any of such patent applications; cooperation to the best of our ability including, but not limited to, the execution of all lawful documents, the production of evidence in any actions or proceedings concerning the invention, including, but not limited to, nullification, reissuing, extension, and infringement proceedings involving said invention.

This assignment and agreement shall be binding upon our heirs and legal representatives.

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Executed this 16th day of September, 2009 at Salt Lake City, UT (place)
Stephen C. Jacobsen
STATE OF Utah)
County of <u>Salt Lake</u> ; ss
Before me personally appeared Stephen C. Jacobsen and acknowledged the foregoing
instrument to be his free act and deed this 16th day of September, 2009.
Notary Public



PATENT

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	mbe/, 2009 at <u>Salt Lake City, UT</u> (place)
STATE OF <u>Mah</u> County of <u>Salt Lake</u> ; ss	
Before me personally appeared Fraser M	I. Smith and acknowledged the foregoing
instrument to be his free act and deed this 15^{46}	day of <u>September</u> , 2009.
	Notary Public
	JENNY MCKANE NOTARY PUBLIC - STATE OF UTAH 1917 SOUTH 1900 EAST SAULTAKE CITY, UT 84108 My Comm. Exp. 05/13/2012

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Executed this 15 day of September, 2009 at Salt Lake City, UT (place)

David P. Marceau

STATE OF Salt Lake

State David P. Marceau and acknowledged the foregoing instrument to be his free act and deed this 5 day of September, 2009.

Notary Bublic

JENNY MCKANE
MOTARY PUBLIC - STATE OF UTAH
1917 SOUTH 1900 EAST
SALT LAKE CITY UT 84108
My Comm. Exp. 05/13/2012

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RECORDED: 10/13/2009