

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Assignee previously recorded on Reel 017823 Frame 0977. Assignor(s) hereby confirms the Assignment.
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ClearCount Medical Resources, Inc.	06/05/2006
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ClearCount Medical Solutions, Inc.
<b>Street Address:</b>	700 River Avenue
<b>Internal Address:</b>	Suite 100
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15212
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5650596
Patent Number:	5923001
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)755-7306
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	2123263939
<b>Email:</b>	elpencoske@jonesday.com
<b>Correspondent Name:</b>	Edward L. Pencoske
<b>Address Line 1:</b>	222 East 41st Street
<b>Address Line 4:</b>	New York, NEW YORK 10017-6702
<b>ATTORNEY DOCKET NUMBER:</b>	12646-1-999
<b>NAME OF SUBMITTER:</b>	Edward L. Pencoske
Total Attachments: 6 source=12646-1-999_Cover_Sheet#page1.tif	

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**PATENT**  
**REEL: 023427 FRAME: 0044**

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RECORDATION FORM COVER SHEET  
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Surgical Resources, LLC  
Dean E. Morris  
Sharon L. Morris

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 5, 2006

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other

2. Name and address of receiving party(ies)

Name: ClearCount Medical Resources, Inc.

Internal Address:

Street Address: 700 River Avenue, Suite 100

City: Pittsburgh

State: Pennsylvania

Country: United States of America Zip: 15212

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,650,596  
5,923,001

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Arnold B. Silverman, Esquire

Internal Address: Eckert Seamans Cherin & Mellott, LLC

Street Address: U.S. Steel Tower

600 Grant Street, 44th Floor

City: Pittsburgh

State: Pennsylvania Zip: 15219

Phone Number: 412-566-2077

Fax Number: 412-566-6099

Email Address: ipmail@eckertseamans.com

6. Total number of applications and patents involved: Two (2)

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- ☐ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers  
Expiration Date

b. Deposit Account Number 02-2556

Authorized User Name Eckert Seamans

9. Signature:

  
Signature

June 21, 2006

Date

Arnold B. Silverman

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## ASSIGNMENT

WHEREAS, Surgical Resources, LLC, a Louisiana limited liability corporation, having a place of business at 234 Segiah Way, Kalispell, Montana 59901, and Dean E. Morris and Sharon L. Morris, individuals (herein, individually or collectively, "ASSIGNOR");

Hereby sell, assign and transfer to the ClearCount Medical Resources, Inc., a Delaware corporation, having a place of business at 700 River Avenue, Suite 100, Pittsburgh, Pennsylvania 15212, in the County of Allegheny and Commonwealth of Pennsylvania, its successors, assigns and legal representatives, our entire right, title and interest, for all countries, in and to any and all improvements which are disclosed and claimed, and any and all improvements which are disclosed but not claimed, in (1) United States Patent 5,650,596 entitled "AUTOMATIC SURGICAL SPONGE COUNTER AND BLOOD LOSS DETERMINATION SYSTEM" issued July 2, 1997, and (2) United States Patent 5,923,001 entitled "AUTOMATIC SURGICAL SPONGE COUNTER AND BLOOD LOSS DETERMINATION SYSTEM" issued July 13, 1999, and in and to said patents and all patents issuing on any divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been filed or issued on any of the improvements disclosed in said application; and in and to all original and reissued patents which have been or shall be issued on said improvements;

Agree that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment we will, for all countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known to us relating to said improvements and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said improvements, and for vesting title to said

improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives;

Covenant with said Assignee, its successors, assigns and legal representatives that we have made to others no assignment, grant, mortgage, license or other agreement affecting the rights and property conveyed, and that we have full right to convey the same as herein expressed.

ASSIGNORS

SURGICAL RESOURCES, LLC

By Dean Morris

Title Managing Partner

Date 6/5/06

Dean E. Morris  
Dean E. Morris

06/05/06  
Date

Sharon L. Morris  
Sharon L. Morris

6/5/06  
Date

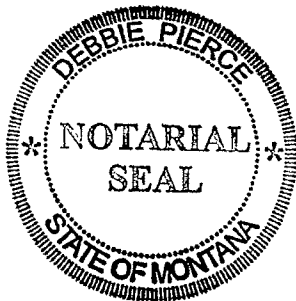
EXECUTED June 5, 2006

Dean Morris

State of Montana )  
 )  
 ) SS:  
County of Flathead )

Before me, a Notary Public in and for the said County and State, personally appeared Dean E Morris, who acknowledged that he/she is the person who executed the foregoing assignment and acknowledged it to be his/her free and voluntary act and deed.

Witness my hand and notarial seal this 5 day of June, 2006.



Debbie Pierce

Notary Public Debbie Pierce

My commission expires: 7-18-2006

Residing at Kalispell, MT

EXECUTED June 5, 2006

Sharon L Morris

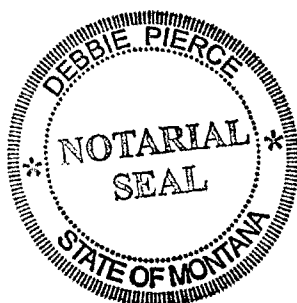
State of Montana )

) SS:

County of Flathead )

Before me, a Notary Public in and for the said County and State, personally appeared Sharon L Morris, who acknowledged that he/she is the person who executed the foregoing assignment and acknowledged it to be his/her free and voluntary act and deed.

Witness my hand and notarial seal this 5 day of June, 2006.



Debbie Pierce

Notary Public

Debbie Pierce

My commission expires: 7-18-2006

Residing at Kalispell, MT

## INTELLECTUAL PROPERTY ASSIGNMENT AMENDMENT

WHEREAS, the parties entered into an assignment dated 15 September 2004 (the First Assignment) identifying certain property in Schedule A thereof but not specifically indicating that the assignment extended to any divisional, continuing, substitute, renewal, reissue, or other applications of the scheduled property although it was the intention of the Assignor to convey such rights;

WHEREAS, to correct any defects in the First Assignment, the parties entered into a second assignment dated 05 June 2006 (the Second Assignment) specifically mentioning divisional, continuing, substitute, renewal, reissue, and other applications;

WHEREAS, the Second Assignment incorrectly identified ClearCount Medical **Solutions**, Inc. as ClearCount Medical **Resources**, Inc.; and

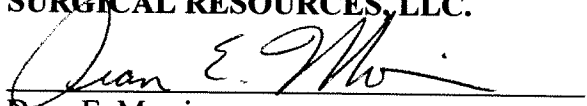
WHEREAS, the Assignor originally and continually intended to convey all rights in the intellectual property identified in Schedule A of the First Assignment, including any divisional, continuing, substitute, renewal, reissue, and other applications to ClearCount Medical Solutions, Inc.

NOW, THEREFORE, for consideration previously provided and hereby acknowledged, the parties, intending to be legally bound hereby, agree to amend the Second Assignment as follows:

The Second Assignment is amended to correct the name of the Assignee from "ClearCount Medical **Resources**, Inc." to "ClearCount Medical **Solutions**, Inc."

Dean E. Morris represents that he has authority to sign on behalf of Surgical Resources, LLC.


**SURGICAL RESOURCES, LLC.**

  
\_\_\_\_\_  
Dean E. Morris  
Managing Partner

9/21/2009  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dean E. Morris

9/21/2009  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Sharon Morris

9/21/2009  
\_\_\_\_\_  
Date