

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Luiz Da Silva</td> <td>10/07/2009</td> </tr> <tr> <td>Donald Cohen</td> <td>10/09/2009</td> </tr> <tr> <td>Marc Lieberman</td> <td>10/08/2009</td> </tr> </tbody> </table>		Name	Execution Date	Luiz Da Silva	10/07/2009	Donald Cohen	10/09/2009	Marc Lieberman	10/08/2009		
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Vandolay, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>300 Carlsbad Village Drive, Suite 108A</td> </tr> <tr> <td>City:</td> <td>Carlsbad</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>92008</td> </tr> </table>		Name:	Vandolay, Inc.	Street Address:	300 Carlsbad Village Drive, Suite 108A	City:	Carlsbad	State/Country:	CALIFORNIA	Postal Code:	92008
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CORRESPONDENCE DATA											
Fax Number: (949)943-8358 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 949-943-8300 Email: rfish@fishiplaw.com Correspondent Name: FISH & ASSOCIATES, PC ROBERT D. FISH Address Line 1: 2603 Main Street Address Line 2: Suite 1000 Address Line 4: Irvine, CALIFORNIA 92614-6232											
ATTORNEY DOCKET NUMBER:	101254.0008US2										
NAME OF SUBMITTER:	Robert D. Fish										
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ASSIGNMENT

WHEREAS, the undersigned, **Luiz Da Silva**, an individual residing at 6248 Preston Avenue - Livermore, CA 94551; **Donald Cohen**, an individual residing at 17512 Luther Avenue - Irvine, CA 92614; and **Marc Lieberman**, an individual residing at 257 Chiquapin Avenue - Carlsbad, CA 92008, (individually and collectively referred to hereinafter as "ASSIGNORS") have invented a certain invention entitled "AUTOMATED CRYOGENIC SKIN TREATMENT", for which a utility application for Letters of Patent of the United States of America was filed on October 7, 2009 under serial number 12/575370; which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

WHEREAS, **Vandolay, Inc.**, a company having its principal place of business at 1508 300 Carlsbad Village Drive, Suite 108A - Carlsbad, CA 92008 US (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring all entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be, or having been, obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer and set over unto the ASSIGNEE, its successors and assign the entire title, right and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNORS, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

ASSIGNORS and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

This assignment embodies the entire understanding of ASSIGNORS and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNORS and ASSIGNEE. No amendment or modification of this assignment shall be valid or binding upon ASSIGNORS or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNORS and ASSIGNEE by their respective duly authorized representative.

ASSIGNORS(S) acknowledge(s) that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application or other legal proceeding involving said invention and ASSIGNORS(S) further acknowledge(s) that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNORS(S) and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNORS(S) and any attorney or practitioner appointed by ASSIGNEE, in this or in any PCT or other family applications.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

EXECUTED at:

Livermore, CA, this 7 day of October, 2009
City, State Month

By: 
Luiz-Da Silva

EXECUTED at:

_____, this _____ day of _____, 2009
City, State Month

By: _____
Donald Cohen

This assignment embodies the entire understanding of ASSIGNORS and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNORS and ASSIGNEE. No amendment or modification of this assignment shall be valid or binding upon ASSIGNORS or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNORS and ASSIGNEE by their respective duly authorized representative.

ASSIGNORS(S) acknowledge(s) that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application or other legal proceeding involving said invention and ASSIGNORS(S) further acknowledge(s) that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNORS(S) and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNORS(S) and any attorney or practitioner appointed by ASSIGNEE, in this or in any PCT or other family applications.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

EXECUTED at:

_____, this _____ day of _____, 2009
City, State Month

By: _____
Luiz Da Silva

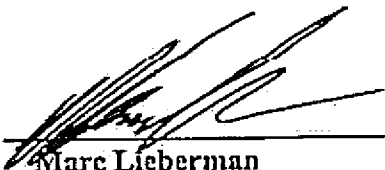
EXECUTED at:

Irving, CA, this _____ day of _____, 2009
City, State Month

By: _____
Donald Cohen

EXECUTED at:

Carlsbad, CA, this 8 day of October, 2009
City, State Month

By: 
Marc Lieberman
