

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Zassi Medical Evolutions, LLC	12/24/2009
RECEIVING PARTY DATA	
Name:	Leto Medical, LLC
Street Address:	Suite 6, 1886 S. 14th Street
City:	Fernandina Beach
State/Country:	FLORIDA
Postal Code:	32034
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	11956109
Application Number:	12264722
PCT Number:	US0883999
CORRESPONDENCE DATA	
Fax Number:	(860)251-5312
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	860-251-5935
Email:	lcasillo@goodwin.com
Correspondent Name:	Linda P. Casillo, Paralegal
Address Line 1:	Shipman & Goodwin LLP
Address Line 2:	One Constitution Plaza
Address Line 4:	Hartford, CONNECTICUT 06103-1919
ATTORNEY DOCKET NUMBER:	53541-06
NAME OF SUBMITTER:	Linda P. Casillo, Paralegal

OP \$120.00 11956109

Total Attachments: 5
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**PATENT
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS Assignment of Intellectual Property (this "Agreement"), dated as of December 24, 2009, (the "Effective Date") is hereby made by and among Zassi Medical Evolutions, LLC, a Florida limited liability company ("Assignor"), and Leto Medical, LLC, a Delaware limited liability company ("Assignee"). Assignors and Assignee are sometimes referred to collectively as the "Parties".

RECITALS

WHEREAS, Assignor and Assignee are entering into that certain Contribution Agreement dated as of the date hereof (the "Contribution Agreement");

WHEREAS, Pursuant to the Contribution Agreement, Assignor desires to assign its respective right, title, and interest in and to the Intellectual Property (hereinafter defined) to Assignee as a capital contribution in exchange for 465,000 Common Shares of the Assignee.

AGREEMENT

NOW THEREFORE, for the sum of \$1.00 and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor agrees as follows:

Assignor does hereby grant, convey and assign to Assignee all of Assignor's right, title and interest in and to the patents, trademarks, copyrights and domain names listed on the attached Schedule A including without limitation in the derivative works, adaptations, compilations, inventions, and know-how related thereto, (and applications therefore and renewals and extensions thereof), trade secrets, proprietary and confidential information, and any other proprietary right, title, or interest owned by each Assignor and related thereto (the "Intellectual Property").

Assignee shall have the rights to (a) renewals of the registered patents, marks, copyrights, and domain names included in the Intellectual Property (b) all income, royalties, damages and payments now and later due and/or payable with respect to the Intellectual Property including, without limitation, damages and payments for past, present or future infringements, (c) the right to sue for past, present and future infringements of the Intellectual Property, (d) all rights relating to the Intellectual Property throughout the world, together with the goodwill of the business connected with and symbolized by the Intellectual Property; and (e) and all uniform resource locators, or domain name ownership rights associated with the domain names in the marketplace, and all goodwill associated therewith whether arising under common law, state law, federal law or the laws of foreign countries.

This Agreement shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

Assignor hereby agrees to execute all lawful documents and make all rightful oaths and declarations necessary to fully vest in Assignee the rights conveyed by this Agreement. When

information is brought by Assignee to Assignor's attention that others are infringing on the rights granted to Assignee under this Agreement, each Assignor shall (at Assignee's cost and expense) cooperate with and assist Assignee in protecting those rights.

As appropriate, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to register patents, trademarks or copyrights, to record Assignee as the assignee and owner of the Intellectual Property.

If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction: (i) such provision shall be considered severed from this Agreement; (ii) the Parties shall make a good faith effort to replace such provision, by written amendment hereto, with a valid and enforceable one such that the objectives contemplated by the Parties when entering this Agreement may be realized as fully as legally possible, provided that if the Parties cannot succeed in such good faith effort, such provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision; and (iii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

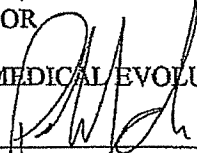
This Agreement may be executed by the Parties herein in separate counterparts and delivered by facsimile or other electronic means, each of which when so executed and delivered shall be an original, but all such counterparts and facsimile shall together shall constitute one and the same instrument.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

ASSIGNOR

ZASSI MEDICAL EVOLUTIONS, LLC

By: 

Name: Peter von Dyck

Title: CEO

ASSIGNEE

LETO MEDICAL, LLC

By: 

Name: JAMES SCHNEIDER

Title: PRESIDENT

[Assignment of Intellectual Property - Signature Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

ASSIGNOR

ASSIGNEE

ZASSI MEDICAL EVOLUTIONS, LLC

LETO MEDICAL, LLC

By: _____

By: Chris Martin

Name: _____

Name: Christopher P. Martin

Title: _____

Title: Initial Manager

SCHEDULE A

The Intellectual Property consists of the patent applications listed below; all related trade secrets and know-how; improvements thereof and all related products and accessories.

Method and Apparatus for Providing Continence to a Gastrointestinal Ostomy (electrical stimulatory neuromuscular control)	US	11/956,109
Apparatus and Method for Providing Continence to a Gastrointestinal Ostomy (electrical stimulatory neuromuscular control)	US	12/264,722
Apparatus and Method for Providing Continence to a Gastrointestinal Ostomy (electrical stimulatory neuromuscular control)	WIPO	PCT/US08/839 99