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To the Director of the U.S. Patent and Trademark Office, documents or the new address(es) below.

3-29-10

1. Name of conveying party(ies):

Dominick Mastri (03/11/2010) and
Kurt Azarbarzin (03/11/2010)

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

2. Name and address of receiving party(ies)

Name: SurgiQuest, Inc.

Internal Address: _____

Street Address: _____

12 Cascade Blvd.

City: Orange

State: Connecticut

Country: United States of America Zip: 06477

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

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

Execution Date(s): in parentheses after inventor name

Assignment Merger Change of Name

Security Agreement Joint Research Agreement

Government Interest Assignment

Executive Order 9424, Confirmatory License

Other _____

4. Application or patent number(s):

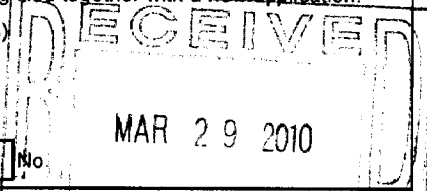
This document is being filed together with a new application.

A. Patent Application No.(s)

12/577,179

B. Patent No.(s)

Additional numbers attached? Yes No



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

Name: Michael J. Pollack
EDWARDS ANGELL PALMER & DODGE LLP

Internal Address: Atty. Dkt.: 65636CIP2(53472)

Street Address: P.O. Box 55874

City: Boston

State: MA Zip: 02205

Phone Number: (203) 353-6848

Fax Number: (866) 204-4563

Email Address: patent@eapdlaw.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

Authorized to be charged to deposit account

Enclosed

None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 04-1105

Authorized User Name Michael J. Pollack

9. Signature:

Signature

March 26, 2010

Date

Michael J. Pollack - 53,475

Name of Person Signing

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

7

03/30/2010 LMUELLER 00000004 041105 12577179
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ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, by Dominick Mastri and Kurt Azarbarzin (hereinafter referred to as Assignors), residing at 302 Cambridge Street, Bridgeport, Connecticut 06606; and 85 Lancelot Road, Fairfield, Connecticut 06824, respectively;

WHEREAS, Assignors have invented certain new and useful improvements in **DEVICES FOR AND METHODS OF PERFORMING MINIMALLY-INVASIVE SURGICAL PROCEDURES THROUGH A SINGLE INCISION**, set forth in a Patent application for Letters Patent of the United States and in an International Application, both filed on October 10, 2009, and assigned application Nos. 12/577,179 and PCT/US2009/060296, respectively; and

WHEREAS, SurgiQuest, Inc., a corporation organized under and pursuant to the laws of Delaware having its principal place of business at 12 Cascade Blvd., Orange, Connecticut 06477 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the

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same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply

with the rules of the United States Patent and Trademark Office for recordation of this document:

EDWARDS ANGELL PALMER & DODGE LLP

All practitioners at Customer Number 21874

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

Dominick Mastri 3-11-10
Dominick Mastri

Date: 3/11/10

United States of America)
State of Connecticut) ss.:
County of New Haven)

On this 11th day of March 2010, _____, before me personally came Dominick Mastri, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Lucille Gambardella
Notary Public

Lucille Gambardella
Notary Public, Connecticut
My Commission Expires Sept. 30, 2013

Kurt Azarbarzin

Kurt Azarbarzin

Date: 3/11/10

United States of America)
State of Connecticut) ss.:
County of New Haven)

On this 11th day of March, 2010, before me personally came Kurt Azarbarzin, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Lucille Gambardella

Notary Public

Lucille Gambardella
Notary Public, Connecticut
My Commission Expires Sept. 30, 2013