

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Kambiz Dowlatshahi	04/12/2002
RECEIVING PARTY DATA	
Name:	Novian Health, Inc.
Street Address:	430 W. Erie Street, Suite 500
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60610
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12761760
CORRESPONDENCE DATA	
Fax Number:	(312)827-8185
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-807-7166
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Correspondent Name:	Benjamin Weed
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Address Line 4:	CHICAGO, ILLINOIS 60690-1135
ATTORNEY DOCKET NUMBER:	3708431-00111
NAME OF SUBMITTER:	Benjamin Weed
Total Attachments: 5 source=3708931-00111-AssignmentforNovian#page1.tif source=3708931-00111-AssignmentforNovian#page2.tif source=3708931-00111-AssignmentforNovian#page3.tif source=3708931-00111-AssignmentforNovian#page4.tif source=3708931-00111-AssignmentforNovian#page5.tif	

CH \$40.00 12761760

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PATENT
REEL: 024310 FRAME: 0707

ASSIGNMENT

WHEREAS, the undersigned, to wit: KAMBIZ DOWLATSHAHI (hereinafter "ASSIGNOR"), is the lawful owner of an invention known as Docket No. 0109309-021 and entitled: APPARATUS AND METHOD FOR DELIVERING ABLATIVE LASER ENERGY AND DETERMINING THE VOLUME OF TUMOR MASS DESTROYED, for which a patent application of the United States was filed on April 13, 2001 in the United States Patent and Trademark Office having Application Serial No. 09/834,873;

AND WHEREAS, Kelsey, Inc. (hereinafter "ASSIGNEE"), a corporation duly organized and existing under the laws of Illinois and having its principle office and place of business at 5490 South Shore Drive, Apt. 7 South, Chicago, Illinois 60615, desires to acquire the entire right, title, and interest therein;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNOR does hereby sell, assign, and transfer, and hereby set over unto ASSIGNEE, its successors, assigns and legal representatives, the full and exclusive right, title and interest to said invention in the United States of America and all foreign countries, including, without limitation, said invention as described in the aforesaid application, to be held and enjoyed by said ASSIGNEE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by said ASSIGNOR had this assignment and sale not been made, including, without limitation, all rights to the aforesaid application and to any United States Letters Patent therefor, when issued together with all improvements thereon and betterments thereof, all related applications including, but not limited to, divisions, continuations, continuations-in-part, reissues and reexaminations thereof and substitutions of or for said application, and all foreign rights including the right to make application for Letters Patent for said inventions in any and all foreign countries and the right to claim priority as to the filing date under the International Convention on the basis for the aforesaid application for United States Letters Patent; and Assignor hereby authorizes and directs the Commissioner of Patents to issue the patent for said inventions, when granted, in accordance with this Assignment and sale, and ASSIGNOR hereby authorizes and requests the Commissioner of Patents to issue all Letters Patent issuing therefrom to ASSIGNEE, for its interest as ASSIGNEE, its successors, assigns and legal representatives.

ASSIGNOR hereby agrees to execute any papers, provide any information and testify in any interference or litigation at the request of ASSIGNEE, its successors, assigns and legal representatives, when deemed essential to ASSIGNEE's, its successors', assigns' and legal representatives' full enjoyment, protection, enforcement and title in and to the invention and rights hereby transferred.

ASSIGNOR furthermore agrees upon request of said ASSIGNEE, its successors, assigns and legal representatives, and without further remuneration, to execute any and all papers desired by said ASSIGNEE, its successors, assigns and legal representatives, for the filing and granting of foreign applications and the perfecting of title thereto in said ASSIGNEE, its successors, assigns and legal representatives.

Signature

K. Dowlatshahi

Name: Kambiz Dowlatshahi

Date Signed

4-12-02

Address: 5490 South Shore Drive,
Apt. 7 South
Chicago, Illinois 60615

State of Illinois)
) SS.
County of Cook)

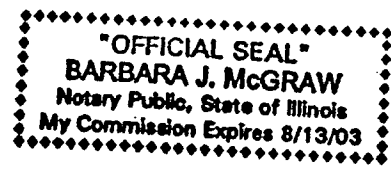
On this 12th day of April, 2002, before me, a notary public, in and for the aforementioned state and county, personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his name hereto.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Date: April 12, 2002

Barbara J. McGraw
Notary Public

My Commission Expires: 8/13/03



FORM **BCA 10.30** (rev. Dec. 2003)
ARTICLES OF AMENDMENT
Business Corporation Act

Secretary of State
Department of Business Services
Springfield, IL 62758
217-782-1832



CP0808168
to Secretary of State.

Filed: 06/28/2007 Jesse White Secretary of State

File # 56482105 Filing Fee: \$50 Approved: BE

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

1. Corporate Name (See Note 1 on page 4.): Kelsey, Inc.

2. Manner of Adoption of Amendment:
The following amendment to the Articles of Incorporation was adopted on June 26 2007
in the manner indicated below: Month & Day Year

Mark an "X" in one box only.

- By a majority of the incorporators, provided no directors were named in the Articles of Incorporation and no directors have been elected. (See Note 2 on page 4.)
- By a majority of the board of directors, in accordance with Section 10.10, the Corporation having issued no shares as of the time of adoption of this amendment. (See Note 2 on page 4.)
- By a majority of the board of directors, in accordance with Section 10.15, shares having been issued but shareholder action not being required for the adoption of the amendment. (See Note 3 on page 4.)
- By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the Articles of Incorporation were voted in favor of the amendment. (See Note 4 on page 4.)
- By the shareholders, in accordance with Sections 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10. (See Notes 4 and 5 on page 4.)
- By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment. (See Note 5 on page 4.)

3. Text of Amendment:
a. When amendment effects a name change, insert the New Corporate Name below. Use page 2 for all other amendments.
Article 1: Name of the Corporation: NOVIAN HEALTH INC.

New Name

(All changes other than name include on page 2.)

S.F.

9

Text of Amendment

- b. If amendment affects the corporate purpose, the amended purpose is required to be set forth in its entirety.
For more space, attach additional sheets of this size.

4. The manner, if not set forth in Article 3b, in which any exchange, reclassification or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for or effected by this amendment, is as follows (if not applicable, insert "No change"):

5. a. The manner, if not set forth in Article 3b, in which said amendment effects a change in the amount of paid-in capital is as follows (if not applicable, insert "No change"):
(Paid-in capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts.)

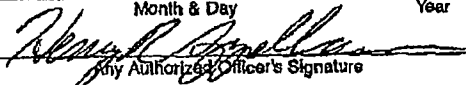
b. The amount of paid-in capital as changed by this amendment is as follows (if not applicable, insert "No change"):
(Paid-in Capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts.)
(See Note 6 on page 4.)

	Before Amendment	After Amendment
Paid-in Capital:	\$ _____	\$ _____

Complete either Item 6 or Item 7 below. All signatures must be in BLACK INK.

6. The undersigned Corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct.

Dated June 27, 2007 RELSEY, INC.
Month & Day Year Exact Name of Corporation


Any Authorized Officer's Signature

HENRY R. APPELBAUM, PRESIDENT
Name and Title (type or print)

7. If amendment is authorized pursuant to Section 10.10 by the incorporators, the incorporators must sign below, and type or print name and title.

OR

If amendment is authorized by the directors pursuant to Section 10.10 and there are no officers, a majority of the directors, or such directors as may be designated by the board, must sign below, and type or print name and title.

The undersigned affirms, under penalties of perjury, that the facts stated herein are true and correct.

Dated _____, _____
Month & Day Year

