

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Fourth Third, LLC	05/14/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Timely Medical Innovations, LLC
<b>Street Address:</b>	6255 LaPintura
<b>City:</b>	LaJolla
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92037
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5285896
Patent Number:	5297298
Patent Number:	6564804
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(615)248-3040
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	6152523552
<b>Email:</b>	mward@babco.com
<b>Correspondent Name:</b>	Mary Ward
<b>Address Line 1:</b>	1600 Division Street Suite 700
<b>Address Line 4:</b>	Nashville, TENNESSEE 37203
<b>NAME OF SUBMITTER:</b>	Mary Ward
<b>Total Attachments: 3</b> source=patentrelease#page1.tif source=patentrelease#page2.tif source=patentrelease#page3.tif	

OP \$120.00 5285896

## PATENT RELEASE AND REASSIGNMENT

THIS PATENT RELEASE AND REASSIGNMENT is made as of May 14, 2010, by FOURTH THIRD, LLC, a Delaware limited liability company ("Fourth Third"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Assignment (as defined below).

### WITNESSETH:

WHEREAS, TIMELY MEDICAL INNOVATIONS, LLC, a California limited liability company ("Grantor"), and Fourth Third are parties to that certain Security Agreement, dated as of December 26, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Assignment"), pursuant to which Grantor granted to Fourth Third a security interest and general lien upon the IP Collateral as security for certain obligations owing by Grantor to Fourth Third, including the patents set forth on Schedule 1 hereto; and

WHEREAS, the Assignment was recorded by the Patent Division of the United States Patent and Trademark Office on December 27, 2006 at Reel 018679, Frame 0321;

WHEREAS, Grantor has paid all of the outstanding indebtedness to Fourth Third pursuant to which such security agreements relate; and

WHEREAS, Grantor has requested that Fourth Third release its security interest in the IP Collateral and reassign the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Fourth Third hereby releases, terminates and cancels its security interest in and lien upon all of Grantor's right, title and interest in and to the IP Collateral, including the patents set forth on Schedule 1 hereto.
2. Fourth Third hereby reassigns, grants and conveys to Grantor, without any representation, warranty, recourse or undertaking, express or implied by Fourth Third, all of Fourth Third's right, title and interest in and to the IP Collateral (if any).
3. Fourth Third shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Patent Release and Reassignment.

IN WITNESS WHEREOF, Fourth Third has caused this Patent Release and Reassignment to be executed as of the day and year first above written.

**FOURTH THIRD, LLC**

By: \_\_\_\_\_ 

Name: \_\_\_\_\_

Title: \_\_\_\_\_ **Seth B. Taube**

**Authorized Signatory**

**SCHEDULE 1**

**PATENTS**

<b>Description</b>	<b>Patent Number</b>	<b>Issue Date</b>
APPARATUS FOR RECEIVING AND CAPTURING A HYPODERMIC NEEDLE HUB AND CANNULA	5285896	2/15/94
EYE SHIELD	5297298	3/29/94
FACE SHIELD AND FACE SHIELD SUPPORT ASSEMBLY	6564804	5/20/03