## PATENT ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT				
NATURE OF CONVEYANCE:		ASSIGNMENT				
CONVEYING PARTY DATA						
Name Execution Date						
Shawn P. Fojtik				05/31/2010		
RECEIVING PARTY DATA						
Name:	CIRCA SCIENTIFIC, LLC					
Street Address:	5010 Heuga C	5010 Heuga Court				
City:	Park City					
State/Country:	UTAH					
Postal Code:	84098					
PROPERTY NUMBERS Total: 1						
Property Type		Number				
Application Number: 12778		969				
Application Number: 12778969   CORRESPONDENCE DATA						
Fax Number: (801)415-3500						
Fax Number:   (801)415-3500     Correspondence will be sent via US Mail when the fax attempt is unsuccessful.     Email:   patent@djplaw.com						
Email: patent@djplaw.com						
Correspondent Name:Durham Jones & Pinegar, IP Law GroupAddress Line 1:111 East Broadway, Ste. 900						
Address Line 1: Atten: Brick G. Power						
Address Line 4: Salt Lake City, UTAH 84110						
ATTORNEY DOCKET NUMBER:			27154-3000US01			
NAME OF SUBMITTER:			Brick G. Power			
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif						

## ASSIGNMENT

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt, sufficiency and adequacy of which are hereby acknowledged, each undersigned ASSIGNOR does hereby:

**SELL, ASSIGN AND TRANSFER** to CIRCA SCIENTIFIC, LLC ("ASSIGNEE"), a Limited Liability Company of the state of Utah having a place of business at 5010 Heuga Court, Park City, UT 84098, the entire right, title and interest for the United States and all foreign countries in and to any and all improvements which are disclosed in the Application for United States Letters Patent Serial No. 12/778,969 filed on May 12, 2010, and entitled APPARATUS FOR MANUALLY MANIPULATING HOLLOW ORGANS, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all foreign countries relating to any of such improvements; all original, reexamined and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application made in the United States;

**AUTHORIZE** the ASSIGNEE to apply for and receive any and all United States and foreign patents relating to such improvements in its own name;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the ASSIGNEE;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

**COVENANT**, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, to execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications relating to any and all such improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything possible which the ASSIGNEE shall consider desirable for vesting title to such improvements in the ASSIGNEE, and to secure, maintain, defend and enforce valid and enforceable patent protection for such improvements;

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PATENT REEL: 024747 FRAME: 0673 AGREE AND ACKNOWLEDGE that the SALE, ASSIGNMENT AND TRANSFER of rights and property set forth herein is and shall be IRREVOCABLE and BINDING upon the heirs, assigns, representatives and successors of each undersigned ASSIGNOR and EXTEND to the successors, assigns and nominees of the ASSIGNEE.

ASSIGNOR:

Name: ) Shawn P. Fojtik

Residing at:

5010 Heuga Court Park City, UT 84098

Date May 31,200

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