

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LG Management, LLC	01/17/2008
RECEIVING PARTY DATA	
Name:	G4 Synergetics, Inc.
Street Address:	Three Expressway Plaza
City:	Roslyn Heights
State/Country:	NEW YORK
Postal Code:	11577
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11417489
Application Number:	60677512
CORRESPONDENCE DATA	
Fax Number:	(617)235-9492
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 596-9000
Email:	andrea.silverman@ropesgray.com
Correspondent Name:	Andrea Silverman
Address Line 1:	1211 Avenue of the Americas
Address Line 2:	Ropes & Gray LLP
Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	106210-0001-001/101
NAME OF SUBMITTER:	Andrea Silverman
Total Attachments: 2 source=106210-0001-001_and_101_Assignment#page1.tif source=106210-0001-001_and_101_Assignment#page2.tif	

CH \$80.00 11417489

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (hereinafter "Assignment"), dated as of January 17, 2008 (hereinafter "Effective Date"), is by and between LG Management, LLC, a limited liability company having an office and place of business at Three Expressway Plaza, Roslyn Heights, New York 11577 (hereinafter "LG") and G4 Synergetics, Inc., a corporation organized and existing under the laws of Delaware and having an office and place of business at Three Expressway Plaza, Roslyn Heights, New York 11577 (hereinafter "G4").

RECITALS

WHEREAS, LG and Randy Ogg, an individual, (hereinafter "Ogg") are parties to that Agreement made as of May 9, 2005 (hereinafter "Agreement") providing for, among other things, the assignment to LG by Ogg of all right, title, and interest in and to the Ogg Application, the Ogg Patent Rights, and the Ogg Patents, all as more fully described in the Agreement, on the terms and conditions provided in the Agreement; and

WHEREAS, subject to the terms and conditions of the Agreement, LG desires to assign to G4 all of its rights, titles, interests, and obligations under the Agreement, and G4 desires to assume all of LG's rights, titles, interests, and obligations under the Agreement; and

NOW, THEREFORE, for good and valuable consideration, including the mutual promises contained herein, LG and G4 hereby agree as follows:

Section 1. Capitalized Terms; Affiliates. Capitalized terms utilized herein and not defined herein shall have the respective meanings ascribed to such terms in the Agreement.

Section 2. Conveyance and Acceptance. LG hereby assigns, transfers, sets over, conveys, and delivers to G4, effective as of the Effective Date, its entire right, title, and interest in and under the Agreement, and G4 hereby accepts such assignment, transfer, set over, conveyance, and delivery.

Section 3. Assumption of Liabilities. G4 hereby undertakes and agrees from and after the date hereof to assume and timely and fully pay, perform, and discharge when due all obligations, debts, and liabilities of LG under the Agreement which have not yet been satisfied by LG.

Section 4. Binding Agreement. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 5. Entire Understanding. This Assignment contains the entire understanding between the parties hereto concerning the subject matter hereof and supersedes and replaces all prior negotiations, proposed agreements, and agreements entered into by any of the parties hereto with respect to the subject matter hereof or thereof.

Section 6. Counterparts. This Assignment may be executed in multiple counterparts and, as long as each party has executed one counterpart, this Agreement is enforceable.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment on the Effective Date set forth above.

LG MANAGEMENT, LLC

By: 

Name: Leo A. Gilhart
Title: Managing Partner
Date: January 17, 2008

G4 SYNERGETICS, INC.

By: 

Name: Martin Higgins
Title: President
Date: January 17, 2008