

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Embla Systems, Inc.	12/31/2009
RECEIVING PARTY DATA	
Name:	MyCardio, LLC
Street Address:	11001 West 120th Avenue
Internal Address:	Suite 200
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6461307
Patent Number:	6893405
Patent Number:	6936011
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	27879-1
NAME OF SUBMITTER:	Linda M. Freed

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REEL: 025192 FRAME: 0746

Total Attachments: 3

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment") is made, executed and delivered as of December 31, 2009, by Embla Systems, Inc., a New York corporation with an address at 11001 West 120th Ave., Suite 200, Broomfield CO 80021 ("Assignor"), for the benefit of MyCardio, LLC, a Delaware limited liability company with an address at 11001 West 120th Ave., Suite 200, Broomfield CO 80021 ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Contribution Agreement dated as of the date hereof (the "Contribution Agreement"), pursuant to which Assignor contributed to Assignee, among other things, all of its right, title and interest in, to and under the patents and patent applications set forth on Schedule A attached hereto (collectively, the "Patents").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably transfers, conveys, delivers, and assigns to Assignee, and Assignee hereby accepts the transfer, conveyance, delivery, and assignment of, all of Assignor's right, title and interest in, to, and under the Patents, including any patents issuing from or based upon all patent applications thereon, and any continuations, continuations-in-part, divisions, reissues or extensions of the foregoing, and including, without limitation, the right to sue for and recover damages for any past, present or future infringement of the foregoing, the same to be held and enjoyed by Assignee for its own use, and for its legal representatives, successors and assigns, to the full end of the term for which patents are granted, as fully and entirely as the same would have been held by Assignor had this Assignment not been made.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and the equivalent office in each country in which the Patents are registered to record Assignee as the owner of the Patents and issue any patents which may be granted on any applications included in the Patents to Assignee as assignee of the entire right, title and interest therein and thereto.

Assignor agrees to execute any powers-of-attorney, applications, assignments, declarations, affidavits and other papers and to take such further actions as may be necessary to transfer, record and perfect the right, title and interest of Assignee in the Patents. Without limitation, Assignor shall provide Assignee and its successors and assigns such information as Assignee may reasonably request (including execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required): (1) in the prosecution or defense of any infringement or other proceedings that may arise in connection with any of the Patents including, but not limited to, testifying as to any facts relating to the Patents assigned herein and this Assignment; and (2) in the implementation of this Assignment.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

The covenants, agreements, representations and warranties provided in the Contribution Agreement with respect to the Patents are hereby incorporated herein by this reference and shall inure to the benefit of Assignee and its successors and assigns, and be binding upon Assignor and its successors, subject to the limitations, terms and conditions of the Contribution Agreement. In the event of any conflict or other inconsistency between this Assignment and the Contribution Agreement, the Contribution Agreement shall govern and be binding.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed on its behalf by its duly authorized officer as of the date first written above.

Embla Systems, Inc.

By: 

Name: DAVID RANCOR

Title: CEO

SCHEDULE A

U.S. Patents and Patent Applications

Issued Patents:

Patent Number	Title	Issue Date	Inventors
6,461,307	Disposable Sensor for Measuring Respiration	October 8, 2002	Helgi Kristbjarnarson et al.
6,893,405	Analysis of Sleep Apnea	May 17, 2005	Anand Kumar et al.
6,936,011	Analysis of Sleep Apnea	August 30, 2005	Stephen H. Sheldon

Pending Patent Applications:

Application Number	Filing Date

(W1874004)