

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Marc Ellman	11/19/2010
RECEIVING PARTY DATA	
Name:	VistaMed, LLC
Street Address:	1400 Common Drive
City:	El Paso
State/Country:	TEXAS
Postal Code:	79936
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	29365664
Application Number:	12823126
PCT Number:	US0956099
Patent Number:	D619708
Application Number:	12511646
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NAME OF SUBMITTER:	Adam R. Stephenson

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 REEL: 025412 FRAME: 0802

Total Attachments: 3

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PATENT ASSIGNMENT

Whereas, Marc Ellman ("Assignor"), a Texas resident whose address is 1400 Common Drive, El Paso, TX 79936, has invented certain improvements in and filed on: an Ophthalmoscope, filed on July 13, 2010 as U.S. Design patent application serial number 29/365,664; a Digital Imaging Ophthalmoscope, filed on June 25, 2010 as U.S. patent application serial number 12/823,126; a Digital Imaging Ophthalmoscope, filed on September 4, 2009 as a Patent Cooperation Treaty application serial number PCT/US09/56099; an Ophthalmoscope, filed on May 29, 2009 as U.S. patent application serial number 29/337,776, which issued on July 13, 2010 as patent number D619,708; and a Digital Imaging Ophthalmoscope filed on July 29, 2009 as U.S. patent application serial number 12/511,646 (collectively the "Inventions");

Whereas, VistaMed, LLC ("Assignee"), a Texas Limited Liability Company whose address is 1400 Common Drive, El Paso, TX 79936, desires to acquire the entire right, title and interest in and to the Inventions, and in and to any and all United States and foreign patents to be obtained from the Inventions;

Accordingly, for good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor hereby: 1) sells, assigns, transfers, and sets over to Assignee, its successors, legal representatives, and assigns, the entire right, title and interest in and to the Inventions, for the territory of the United States of America and for all foreign countries, and in and to any and all Letters Patent of the United States and foreign countries which may be granted or have granted for the Inventions, and in and to any and all divisions, continuations, and continuations-in-part of the above-identified applications, and in and to any and all substitutions, reissues, reexaminations, extensions, or counterparts of the above-identified applications, and in and to any and all priority rights, Convention rights, and other benefits accruing or that accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and foreign countries; 2) authorizes and requests the Commissioner of Patents to issue any and all such Letters Patent granted upon the Inventions solely, in accordance with this assignment, to Assignee, its successors, legal representatives, and assigns, as the assignee of the entire right, title, and interest therein; and 3) agrees that Assignee may apply for foreign Letters Patent on the Inventions.

Assignor warrants and covenants that Assignor has the full and unencumbered right to sell, assign, and transfer the interests hereby sold, assigned, transferred and set over, and that Assignor has not executed and will not execute any document or instrument in conflict with this Assignment. Assignor further covenants and agrees that, upon the request and at the expense of Assignee, Assignor will execute, sign, and deliver any lawful papers, execute all division, continuation, continuation-in-part, substitute, reissue, reexamination, and extension applications, make all rightful oaths, testify in any legal proceeding relating to the Inventions, communicate to Assignee or Assignee's representatives all facts known to Assignor relating to the Inventions and their history; and perform all other lawful acts deemed necessary or desirable to aid Assignee, its successors and assigns and legal representatives, to secure, maintain, and enforce patent protection for the Inventions in the United States of America and in any and all foreign countries, and for vesting title to the Inventions in Assignee and to cause any and all of said Letters Patent to be issued to Assignee, and in particular to perfect title to the above-identified applications

including divisions, continuations, and continuations-in-part of the above-identified applications, and any and all Letters Patents of the United States and foreign countries which may be granted or have been granted on the above-identified applications, including reissues, substitutions, reexaminations, extensions, or counterparts.

Assignor hereby grants to Assignee, or its designated representative, authority and power to insert on this Assignment any further identification which may be necessary or desirable for purposes of recordation of this Assignment.

This assignment is to be effective as of the date of signing set forth below.

Executed this 19 day of November, 2012 at El Paso, TX
(City and State)

By: 
Marc Ellman

Title: Manager