

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Francisco Sergio Pinheiro Regadas	01/17/2011
RECEIVING PARTY DATA	
Name:	Unique Surgical Innovations, LLC
Street Address:	9988 Sundance Court
City:	Parkland
State/Country:	FLORIDA
Postal Code:	33076
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12703429
CORRESPONDENCE DATA	
Fax Number:	(312)704-3001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-704-3336
Email:	kmulcahy@hinshawlaw.com
Correspondent Name:	Kourtney Mulcahy
Address Line 1:	Hinshaw & Culbertson LLP
Address Line 2:	222 N. LaSalle Street, Suite 300
Address Line 4:	Chicago, ILLINOIS 60601-1081
ATTORNEY DOCKET NUMBER:	882016 - SN12/703429
NAME OF SUBMITTER:	Kourtney Mulcahy
Total Attachments: 3 source=12703429 Regadas Asgnmnt#page1.tif source=12703429 Regadas Asgnmnt#page2.tif source=12703429 Regadas Asgnmnt#page3.tif	

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**NUNC PRO TUNC ASSIGNMENT OF ALL RIGHTS, TITLE, AND INTERESTS
IN INVENTION**

THIS ASSIGNMENT OF ALL RIGHTS, TITLE, AND INTEREST IN INVENTION ("Agreement") is between FRANCISCO SERGIO PINHEIRO REGADAS, a Brazilian citizen residing at Rua Atilano de Moura 430, Apt. No. 200 60810-180 Fortaleza – Ceara, Brazil ("Assignor") and UNIQUE SURGICAL INNOVATIONS, LLC a Florida limited liability company having its principal offices at 9988 Sundance Court, Parkland, Florida 33076 ("Assignee"). Assignor and Assignee sometimes are collectively referred to as "the Parties." This Agreement is made effective as of February 10, 2010.

WHEREAS, Assignor is one of the listed inventors of United States Utility Patent Application Serial No. 12/703,429 titled "Multifunctional Airway Evaluator For Orotracheal Intubation" filed on February 10, 2010 ("Invention"); and

WHEREAS, Assignor and Steven D. Wexner, M.D. entered into an Operating Agreement on February 2, 2007 in which Assignor agreed that he will promptly assign the Invention to the Assignee; and

WHEREAS, Assignor hereby agrees to act in accordance with the provisions of this Agreement as these provisions pertain to Assignor's duties, obligations, and responsibilities under the Operating Agreement.

WHEREAS, Assignee wishes to acquire the entire right, title, and interest in the Invention.

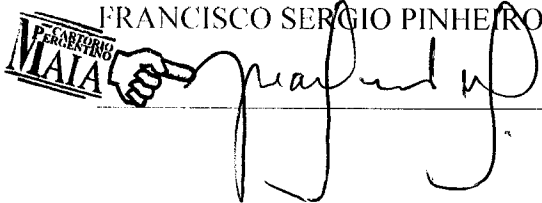
NOW, THEREFORE, the Parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interests (including but not limited to, all registration rights with respect to the Invention, all rights to practice, use, manufacture, distribute, sell or otherwise exploit the Invention, and all other rights) in and to the Invention, including all rights, title and interests in and to any and all improvements and modifications thereto.
2. Consideration. In consideration for the assignment set forth in Section 1, Assignee shall pay Assignor in accordance with the terms outlined in the Operating Agreement entered into between the parties on February 2, 2007, the receipt of which is hereby acknowledged.
3. Representations and Warranties. Assignor represents and warrants to Assignee:
 - a. Assignor has the right, power and authority to enter into this Agreement;
 - b. Assignor is the exclusive owner of all rights, title, and interests, including all intellectual property rights, in the Invention;

- c. The Invention is free of any liens, security interests, encumbrances and licenses;
 - d. The Invention does not infringe the rights of any third-party invention, idea, concept, and/or process;
 - e. There are no claims, pending or threatened, with respect to Assignor's rights in the Invention;
 - f. This Agreement is valid, binding, and enforceable in accordance with its terms; and
 - g. Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
4. Fees and Expenses. Assignee shall be responsible for payment of any expenses, including attorneys' fees, incurred in connection with the negotiation of this Agreement.
 5. Amendment. No amendment or modification of this Agreement shall be valid or binding upon any party unless made in writing and signed by each party or their duly authorized executors, assigns, successors or representatives. The waiver by any party of the breach of any provision of this Agreement by another party shall not be construed as a waiver of any subsequent breach.
 6. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement shall remain in full force and effect.
 7. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida. Jurisdiction and Venue shall be in the State of Florida.
 8. Entire Agreement. This Agreement and the Operating Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous agreements, representations, or warranties between them respecting the subject matter hereof.

Signed on this 17 of January, 2011.

FRANCISCO SERGIO PINHEIRO REGADAS ("Assignor")



TABLET DO NOTARIO FRANCISCO SERGIO PINHEIRO REGADAS
 3o. Oficio de Notas
 Av. Pe. Antonio Tomas, 920 - Aldeota
 Fortaleza-CE - Tel: (85) 3304-9444

Reconheco por SEMELHANCA a(s) firma(s) de:
 [23#VYJ0]-FRANCISCO SERGIO PINHEIRO.
 REGADAS.....

Dou fe. Us: 056
 Fortaleza-CE, 17 de Janeiro de 2011.

Em testemunho da verdade.

CONCEICAO DE MARIA CORREIA MAIA-E. Sub.
 MARIA MARLY RIBEIRO - E. Autor.
 ANT. ALEXANDRE P. DE OLIVEIRA - E. Aut.
 THIAGO FERNANDES ARAUJO - E. Aut.
 FABRICIO GOU...

V.P.A.U.
 Autenticado

State of _____)

County of _____)

Before me personally appeared said _____
and acknowledged the foregoing instrument to be his free act and deed this _____ day
of _____, 20__.

Seal (Notary Public)

Signed on this 31st day of January, 20 11

UNIQUE SURGICAL INNOVATIONS, LLC ("Assignee")

By _____
Steven G. Wexner, M.D.

Its Manager

State of Florida)

County of Broward)

Before me personally appeared said Steven Werner
and acknowledged the foregoing instrument to be his free act and deed this 31st day
of January, 20 11.

Seal (Notary Public)

