

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Bill of Sale
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Michael R. Bakst	11/29/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	NovaVision Acquisition, Inc.
<b>Street Address:</b>	3651 FAU Boulevard
<b>Internal Address:</b>	Suite 300
<b>City:</b>	Boca Raton
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33431
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	12883418
Application Number:	29351090
Application Number:	29351087
Application Number:	12883423
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)778-2201
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	202 955 1500
<b>Email:</b>	dmckim@hunton.com
<b>Correspondent Name:</b>	Hunton & Williams LLP - IP Dept.
<b>Address Line 1:</b>	1900 K Street, N.W.
<b>Address Line 2:</b>	Suite 1200
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20006-1109
<b>ATTORNEY DOCKET NUMBER:</b>	67532.105, 157, 159, 136
<b>NAME OF SUBMITTER:</b>	David P. McKim

**CH \$160.00 12883418**

**501523471**

**PATENT**  
**REEL: 026240 FRAME: 0883**

**Total Attachments: 8**

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## BILL OF SALE

This Bill of Sale ("**Bill of Sale**"), dated as of November 29, 2010, is by and between Michael R. Bakst, Chapter 7 Trustee (the "**Seller**") of NovaVision, Inc. (the "**Debtor**"), and NovaVision Acquisition, Inc., a Delaware corporation (the "**Buyer**").

### RECITALS

This Bill of Sale is being entered into to effect the transactions contemplated by that certain Asset Purchase Agreement, dated as of November 5, 2010 (the "**Agreement**"), by and among the Seller and Vycor Medical, Inc., a Delaware corporation. Pursuant to an Assignment and Assumption of Asset Purchase Agreement dated as of November 22, 2010, Vycor Medical, Inc. assigned all of its rights, interests and obligations under the Agreement to the Buyer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1 Definitions. All capitalized terms not defined herein shall have the respective meanings set forth in the Agreement.

2 Assignment. In accordance with and subject to the terms of the Agreement, the Seller does hereby sell, convey, transfer and deliver to the Buyer all of the Seller's right, title and interest, if any, in and to all of Debtor's assets (the "**Assets**"), including, but not limited to, those set forth on Schedule 1.1 hereto, except for the Excluded Assets (as hereinafter defined), free from all claims, liens, encumbrances, defaults, taxes, debts and security interests of any kind. For purposes of this Bill of Sale, "**Excluded Assets**" shall mean:

(a) cash and cash equivalents or similar type investments, bank accounts, certificates of deposit, treasury bills and other marketable securities, except to the extent that any such assets are derived from the disposition by Seller of Assets after the date hereof;

(b) all claims and causes of action which the Debtor may have against any third person (other than NovaVision AG (the "**German Subsidiary**")), and all rights of indemnity, warranty rights, rights of contribution, rights of refunds, rights of reimbursement and other rights of recovery, including rights to insurance proceeds, possessed by the Debtor (except as against the German Subsidiary), in each case not directly related to Assets or with respect to the Excluded Liabilities, and (ii) all claims and causes of action against the Debtor's officers, directors or other employees (but not the officers, directors or other employees of the German Subsidiary);

(c) any and all rights of Seller under the Agreement;

(d) any and all avoidance actions or similar causes of action arising under sections 544 through 553 of the Bankruptcy Code, including any proceeds thereof;

(e) any minute books, stock ledgers, corporate seals and stock certificates of the Debtor and other similar books and records that the Debtor, are required by law to retain, including tax returns, financial statements and corporate or other entity filings; provided, however, that Debtor shall have the right to make and retain copies of all or any portions of such retained books and records;

- (f) any asset of Seller designated by Buyer as an Excluded Asset;
- (g) any permit that requires as a matter of law under 11 U.S.C. §365(c) the consent of a third party to be assumed and assigned hereunder as to which, by the Closing Date, such consent has not been obtained;
- (h) any records, documents or other information relating to current or former employees of the Debtor, and any materials containing information about employees, disclosure of which would violate an employee's reasonable expectation of privacy;
- (i) accounts receivable (for the avoidance of doubt, intercompany loans between the Debtor and the German Subsidiary shall not be Excluded Assets and shall be written off or otherwise released and discharged immediately prior to the Closing);
- (j) all insurance policies and rights to proceeds thereof, including, without limitation, all rights under director and officer (or similar) insurance policies, maintained by the Debtor; and
- (k) any documents or other materials which are subject to attorney-client or other privilege.

3 Intellectual Property.

- (a) In furtherance, and not in limitation, of the foregoing, in accordance with and subject to the terms of the Agreement, the Seller does hereby sell, assign and transfer to the Buyer its entire right, title and interest, if any, in and throughout the United States of America and its territories and dependencies and in all foreign countries, in the intellectual property of the Debtor, including, without limitation, any provisional filings or applications upon which the intellectual property is based, and further including any divisional, design, registration, renewal, substitute, continuing, continuation, continuation-in-part, reexamination, reissue or other application based in whole or in part on the intellectual property, further including any foreign applications, including international and regional applications, based in whole or in part on or claiming any priority at any time to the intellectual property, and in and to any and all letters patent, including extensions, amendments, corrections, reexaminations and reissues thereof in any country, which have been or may be granted on the intellectual property; the aforementioned assignment from the Seller to the Buyer includes all rights to enforce any enforceable rights arising from the intellectual property before or after the present date, including the right to any relief in equity or at law, including the right to any past damages and any future damages.
- (b) The Seller hereby acknowledges that, from time to time, it may be necessary to file additional formal papers in the United States or foreign Patent Offices to perfect and evidence the Buyer's rights to the intellectual property, and specifically consents that the present instrument shall serve as sufficient evidence to establish the Buyer's rights. The Seller authorizes the Buyer and its representative to sign any further documents on the Seller's behalf for the purposes of perfecting the Buyer's rights to the intellectual property where required by any Patent Office worldwide; and the Seller further agrees to execute any further documents and instruments which may be necessary, lawful and

proper in order to convey the intellectual property or in the preparation or prosecution of any continuing, substitute, divisional, renewal, reexamination or reissue application or in any amendments, extensions or interference proceedings, or other applications for patents of any region or country, that may be necessary to secure to the Buyer its interest and title in the aforementioned intellectual property, applications and patents; and the Seller does hereby authorize and request any and all Patent Officers worldwide to issue any and all letters patent which may be granted upon said intellectual property, or upon said improvements of any parts thereof when granted, to the Buyer.

4 Conflict. This Bill of Sale is subject to all the terms and conditions of the Agreement. No provision of this Bill of Sale shall be deemed to enlarge, alter or amend the terms or provisions of the Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Bill of Sale and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control.

5 Binding Effect. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6 Counterparts. This Bill of Sale may be executed in one or more counterparts (including by means of facsimile or e-mail signature pages) and all such counterparts taken together shall constitute one and the same agreement.

7 Governing Law. This Bill of Sale shall be governed by and construed according to the internal laws of the State of Florida without regard to or application of its conflicts of laws rules.


8 Entire Agreement. All prior negotiations and agreements by and among the parties hereto with respect to the subject matter hereof are superseded by this Bill of Sale and the Agreement, and there are no representations, warranties, understandings or agreements with respect to the subject matter hereof other than those expressly set forth herein and therein.

9 Headings. Section headings are not to be considered part of this Bill of Sale, are solely for convenience of reference and shall not affect the meaning or interpretation of this Bill of Sale or any provision in it.

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IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Bill of Sale as of the date first set forth above.

**SELLER:**



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**MICHAEL R. BAKST, as Chapter 7 Trustee for  
NovaVision, Inc., and not individually**

**BUYER:**

**NOVAVISION ACQUISITION, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Bill of Sale as of the date first set forth above.

**SELLER:**

---

**MICHAEL R. BAKST, as Chapter 7 Trustee for  
NovaVision, Inc., and not individually**

**BUYER:**

**NOVAVISION ACQUISITION, INC.**

By: 

Name: Adrian C. Liddell

Title: President

*NovaVision Bill of Sale*

**PATENT  
REEL: 026240 FRAME: 0889**

## Schedule 1.1

### **Assets**

(a) all intellectual property, including without limitation the items listed on Annex A (Patents and Patent Applications) hereto, as well as all issued and pending patents, trademarks, service marks, copyrights, domain names, corporate names, logos and other marketing and branding indicia and other intellectual property,

(b) personal property, including all equipment and furnishings,

(c) inventory,

(d) agreements and rights thereunder, including rights to ongoing sales and patient base,

(e) securities (including the stock of NovaVision AG; and for the avoidance of doubt, the parties to the Agreement agree and acknowledge that all the assets and liabilities of NovaVision AG shall remain as the assets and liabilities of NovaVision AG, including, without limitation, cash held by NovaVision AG, notwithstanding the transactions to be consummated pursuant to the terms of the Agreement),

(f) claims,

(g) deposits (other than any deposits or payments made in accordance with this transaction), rebates, prepayments, and refunds,

(h) causes of action and rights of set off (other than any cause of action under Chapter 5 of the Bankruptcy Code or any causes of action against the former officers, directors and employees of the Debtor),

(i) permits and licenses (including regulatory approvals such as 510(k) license and CE Mark for VRT device and FDA license as a medical device manufacturer, as well as any work towards submission of other licenses), and

(j) electronic and other books, records, files, financial records, physician records, patient records, clinical and other studies and other customer lists.



**Annex A to Schedule 1.1**

**PATENTS AND PATENT APPLICATIONS**

**U.S. Patents**

6,464,356

7,367,671

7,594,728

7,642,990

7,682,021

7,748,846

7,753,524

7,753,526

**U.S. Patent Applications (Publication Number)**

11/394,154 (2007/0038142)

11/771,293 (2008/0013047)

11/782,379 (2008/0077437)

11/881,152 (2008/0024725)

12/017,919 (2008/0177352)

12/691,208 (2010/0118264)

12/883,418

12/883,423

12/903,517

29/351,087

29/351,089

29/351,090

**Foreign Patents**

EP 1 107 721

**Foreign Patent Applications**

***Australia***

2002238539

2006230433

2007226838

2007269234

2007277139

93480/98

***Canada***

2341695

2475042

2603583

2646080

2655438

2657762

***China***

98814262  
200680011013.2  
028027950

***EP***

98946446.6  
02704697.8  
06748980.7  
06845592.2  
07710418.0  
07710436.2  
07759016.4  
07810821.4  
07840321.9  
08728049.1

***Hong Kong***

02101690.9  
05102470.0  
08104814.8

***India***

1967/CHEN/2004  
4318/CHENP/2007

***Japan***

2000-567166  
2003-565390  
2007-120850  
2008-504402  
2008-553473  
2008-553482  
2009-501715  
2009518577  
2009-521841

***PCT***

PCT/EP98/05505  
PCT/EP02/01339