

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Shawn P. Fojtik	06/24/2009
RECEIVING PARTY DATA	
Name:	Control Medical Technology, LLC
Street Address:	5010 Huega Court
City:	Park City
State/Country:	UTAH
Postal Code:	84098
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13181398
CORRESPONDENCE DATA	
Fax Number:	(801)415-3500
Email:	patents@djplaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Brick G. Power
Address Line 1:	111 East Broadway, Suite 900
Address Line 4:	Salt Lake City, UTAH 84111
ATTORNEY DOCKET NUMBER:	27157-7803USC2
NAME OF SUBMITTER:	Brick G. Power
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif	

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ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, each undersigned ASSIGNOR does hereby:

SELL, ASSIGN AND TRANSFER to Control Medical Technology, LLC ("ASSIGNEE"), a limited liability company organized under the laws of the State of Utah, having a place of business at 5010 Huega Court, Park City, Utah 84098, the entire right, title and interest for the United States and all foreign countries in and to any and all improvements which are disclosed in U.S. Patent 7,534,234, issued May 19, 2009, from United States Patent Application Serial No. 11/431,420 filed on May 9, 2006, and titled **HAND-HELD ASPIRATION SYRINGE AND METHODS**, such patent, application, and all divisional, continuing, substitute, renewal, reissue and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all foreign countries relating to any of such improvements, including, but not limited to the applications listed in the attached SCHEDULE; all original, reexamined and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application made in the United States;

AUTHORIZE the ASSIGNEE to apply for and receive any and all United States and foreign patents relating to such improvements in its own name;

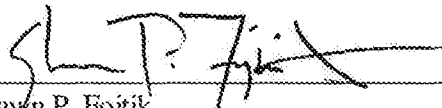
AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the ASSIGNEE;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, to execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications relating to any and all such improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything possible which the ASSIGNEE shall consider desirable for vesting title to such improvements in the ASSIGNEE, and to secure, maintain, defend and enforce valid and enforceable patent protection for such improvements;

AGREE AND ACKNOWLEDGE that the SALE, ASSIGNMENT AND TRANSFER of rights and property set forth herein is and shall be IRREVOCABLE and BINDING upon the heirs, assigns, representatives and successors of each undersigned ASSIGNOR and EXTEND to the successors, assigns and nominees of the ASSIGNEE.

ASSIGNOR:



Shawn P. Fojtik

Date June 24, 2009