

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mike M. Tesic	06/02/2010
RECEIVING PARTY DATA	
Name:	UNISYN MEDICAL TECHNOLOGIES, INC.
Street Address:	1150 Catamount Drive
City:	Golden
State/Country:	COLORADO
Postal Code:	80403
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13112829
CORRESPONDENCE DATA	
Fax Number:	(303)770-0152
Phone:	(303)770-0051
Email:	PTOMail@mfbllaw.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:	MARSH FISCHMANN & BREYFOGLE LLP
Address Line 1:	Patrick M. Boucher
Address Line 2:	8055 E. Tufts Avenue, Suite 450
Address Line 4:	Denver, COLORADO 80237
ATTORNEY DOCKET NUMBER:	50629-00028
NAME OF SUBMITTER:	Patrick M. Boucher
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CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made between (i) Unisyn Medical Technologies (the "Company") and (ii) Mike Tesic, Ph.D. ("Consultant"). The Company and Consultant are referred to collectively as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the Company desires to retain the services of Consultant and Consultant desires to perform certain consulting and related services for the Company;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

TERMS

1. Description of Services. Consultant agrees to serve as a Senior Consulting Scientist and provide engineering and development services as may be requested by the Company (the "Services"). The Company's President of the ADG and/or Vice President of Research and Development will serve as Consultant's points of contact with the Company.
2. Independent Contractor Status. Consultant and the Company understand and intend that Consultant shall perform the Services specified under this Agreement as an independent contractor and not as an employee of the Company. The manner of and means by which Consultant executes and performs Consultant's obligations hereunder are to be determined by Consultant in Consultant's reasonable discretion. Consultant is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the Company or to bind the Company in any manner, unless, in each instance, Consultant shall receive the prior written approval of the Company to so assume, obligate, or bind the Company.
3. Representations and Warranties. Consultant represents, warrants, and acknowledges as follows:
 - a. The Company only retains the right to direct the results achieved by Consultant. The Company does not retain the right to control the manner and means by which these results are to be accomplished, nor will the Company establish a quality standard for Consultant; provided, however, that Consultant will perform the Services in a manner consistent with professional industry standards.
 - b. Consultant shall determine when and how Consultant is to perform Services under this Agreement. There shall be no set hours during which Consultant must work. The Company retains no right of control in these areas.
 - c. The Company will neither provide nor require more than minimal training for Consultant.

d. Consultant's Services shall not be integrated into the Company's general business operations.

e. Consultant will remain directly responsible for the Services performed and will ensure that the work meets the specifications set forth by the Company.

f. Consultant is not required to work full time for the Company and may perform services for other companies.

g. Consultant shall not be required to submit regular written reports, but the Company shall periodically review Consultant's progress in achieving the goals set forth by the Company.

h. Consultant shall be paid in accordance with Paragraph 5(c) below. Consultant shall not be paid a salary or at an hourly rate.

i. Consultant must provide Consultant's own tools. The Company will not provide tools, but the Company may provide materials and equipment to Consultant for performance of the duties under this Agreement.

j. Consultant understands that Consultant must obtain and keep current, at Consultant's own expense, all permits, certificates, and licenses necessary for Consultant to perform the Services, if any.

4. Term and Termination.

a. The initial term of this Agreement shall be for one (1) year, from May 15, 2010 to April 30, 2011 (the "Initial Term"); provided, however, that either Party may terminate this Agreement at any time, for any reason or not reason, by providing the other Party thirty (30) days written notice of such termination. After the Initial Term, this Agreement automatically will renew on a month to month basis, and either Party can give the other Party written notice of non-renewal at any time prior to the beginning of the next month. At the end of the notice period for termination or non-renewal, as applicable, (i) Consultant is not authorized to perform any other Services under this Agreement, (ii) the Company shall have no further obligations to Consultant, and (iii) Consultant will continue to be bound by Paragraph 6 of this Agreement.

b. Notwithstanding any other provision of this Agreement, the Company may terminate this Agreement immediately upon written notice to Consultant in the event that Consultant is no longer able to fulfill the time obligations under this Agreement or violates the terms of this Agreement, and, upon such termination, (i) Consultant is not authorized to perform any other Services under this Agreement, (ii) the Company shall have no further obligations to Consultant, and (iii) Consultant will continue to be bound by Paragraph 6 of this Agreement.

c. All invoices for Services performed or expenses incurred prior to the effective date of termination shall be paid pursuant to Paragraph 5(c) below.

5. Compensation.

a. Fees. In consideration of Consultant providing the Services and performing the obligations hereunder, the Company shall pay Consultant a fee at the fixed monthly rate of \$2,000. If Consultant performs more than sixteen (16) hours Services in a month, the Company shall pay Consultant \$150 for each additional hour of Services performed in that month; provided, however, that if Consultant performs a whole day (i.e., eight (8) or more hours per day) of Services, the Company shall instead pay Consultant \$1,000 per whole day. If the Company requests that Consultant attend any tradeshow or industry meetings, the Company will reimburse Consultant at the rate of \$500 per day.

b. Expenses. Subject to approval by the Company's Vice President of Research and Development, the Company will reimburse Consultant for all reasonable business and travel expenses incurred by Consultant in providing the Services under this Agreement; provided, however, that Consultant shall be responsible for expenses related to tools Consultant uses to perform the Services.

c. Payment. Payment of consulting fees shall be made by the Company to Consultant no later than the last business day of the month following the month the Services are performed. All payments will be made to a business name or trade name and will be deposited directly into a business bank account established by Consultant. No payments will be made to Consultant in an individual capacity.

d. Taxes. No income tax or payroll tax of any kind shall be withheld or paid by the Company on behalf of Consultant for any payment under this Agreement, except as may be required by law for payments to independent contractors. Consultant shall be responsible for all taxes and similar payments arising out of any activities contemplated by this Agreement, including without limitation, federal, state, and local income tax, social security tax (FICA), self employment taxes, unemployment insurance taxes, and all other taxes, fees, and withholdings.

e. Benefits. Consultant is not an employee of the Company and, therefore, shall not be entitled to any benefits, coverages, or privileges, including, without limitation, social security, unemployment compensation insurance, workers' compensation insurance, medical benefits, or pension payments.

6. Confidentiality.

a. The term "Confidential Information" shall include, but not be limited to, the whole or any portion or phase of any confidential, proprietary, trade secret, scientific, technical, business, or financial information, whether pertaining to the Company, its "Affiliates" (defined as any entity controlled by or under common control with the Company or any joint venture, partnership, subsidiary, or other similar entity to which the Company is a party, or each of their clients and customers), including but not limited to technology, designs, methods, strategies, marketing, know-how, techniques, systems, processes, software programs, customer lists, projects, or plans and proposals. Specifically, Confidential Information shall include but shall not be limited to the Company's technology, research, and design related to diagnostic imaging products; investment strategies, concepts, ideas, or plans; research data, reports, or

records; client information, including, but not limited to, present or prospective client lists; marketing or business development plans, concepts, or ideas; general financial information about or proprietary to the Company, including costs, fees, and pricing; personnel information; and any and all other trade secrets or proprietary information, and all concepts or ideas in or reasonably related to the Company and/or its Affiliates' various products and/or services. Confidential Information includes, but is not limited to, any improvements, modifications, or enhancements thereto, whether or not in tangible or intangible form, and whether or not subject to copyright or patent protection. All such Confidential Information is extremely valuable and is intended to be kept secret to the Company, its Affiliates, and their clients and customers, is the sole and exclusive property of the Company, its Affiliates, or its clients and customers, and is subject to the restrictive covenants set forth herein. All such Confidential Information is extremely valuable and intended to be kept secret. The term Confidential Information shall not include any information generally available to the public or publicly disclosed by the Company and/or its Affiliates (other than by the act or omission of Consultant), information disclosed to Consultant by a third party under no duty of confidentiality to the Company and/or its Affiliates, or information required by law or court order to be disclosed by the Company and/or its Affiliates.

b. The term "Materials" shall include any records, contracts, leases, plans, papers, articles, notes, memoranda, reports, lists, records, drawings, sketches, specifications, software programs, data, equipment, or other materials of any nature relating to any matter within the scope of the business of the Company and/or its Affiliates or concerning any of its dealings or affairs. The Materials include (1) Materials developed by Consultant and (2) Materials constituting, containing, or embodying Confidential Information.

c. Except as required in the ordinary course of performing the Services hereunder, during and after the period in which Consultant provides Services to the Company, Consultant shall not make, use, disclose to any third party, or permit to be made, used, or disclosed, any Confidential Information, Materials, trade secrets, or other proprietary information concerning the organization, business, finances, or technology of the Company, its Affiliates, or of any third party which the Company is under an obligation to keep confidential, in any manner which has the possibility of injuring or causing loss, whether directly or indirectly, to the Company, its Affiliates, or third parties which the Company is under an obligation to keep information confidential.

d. If at any time during the term of this Agreement and under the specific work or research direction provided by the Company, Consultant shall (either alone or with others) make, conceive, discover, or reduce to practice any invention, modification, discovery, design, illustration, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, secret, or intellectual property right whatsoever, or any interest therein (whether or not patentable or registrable under copyright or other similar statutes or subject to analogous protection) that (i) relates to the business of the Company or any customer or supplier of the Company or any of the products or services being developed, manufactured, or sold by the Company or which may be used in relation therewith; (ii) results from tasks assigned by or performed for the Company; or (iii) results from the use of premises or property (whether tangible or intangible) owned, leased, or contracted for by the Company (collectively, the "Developments"), such Developments and the benefits thereof shall immediately become the sole and absolute property of the Company. Consultant hereby assigns

all rights in and to the Developments and benefits and/or rights resulting therefrom to the Company without further compensation. The Parties further acknowledge and agree that if Consultant has been contracted by the Company to invent and to create Developments and other original works of authorship for the Company and that, to the extent that such works are prepared by Consultant within the scope of the terms of this Agreement, such works constitute works for hire, and the Parties expressly agree that all such works shall be so considered. Consultant shall promptly disclose to the Company each Development. Consultant shall communicate, without charge or delay, and taking all reasonable precautions to protect confidentiality, all available information relating thereto to the Company. Consultant shall not, without written permission from the Board of Directors of the Company, publish or present any work related to the Developments.

e. Consultant acknowledges and agrees all Confidential Information and Materials shall be and shall remain the sole and exclusive property of the Company and/or its Affiliates. Immediately upon the termination of this Agreement, Consultant shall deliver all Confidential Information and Materials, and all copies thereof, to the Company and/or its Affiliates. Consultant shall also delete all Confidential Information in electronic form (and will retain no copies in any form).

f. Consultant acknowledges that any breach of the provisions of this Paragraph shall result in serious and irreparable injury to the Company for which the Company cannot be adequately compensated by monetary damages alone. Consultant agrees, therefore, that, in addition to any other remedy the Company may have, the Company shall be entitled to seek and receive both temporary and permanent injunctive relief, plus the Company's costs and attorneys' fees. Injunctive relief may be granted immediately upon the commencement of any such action, the Company and/or its Affiliates need not post a bond to obtain temporary or permanent injunctive relief. This Paragraph shall survive any termination of this Agreement.

7. Warranties of Performance. Consultant warrants that Consultant will perform the Services using Consultant's best efforts in a professional manner consistent with industry standards.

8. Indemnification. Consultant, for Consultant and Consultant's successors, heirs, beneficiaries, affiliates, subrogees, principals, agents, partners, employees, associates, attorneys, representatives, and assigns, shall waive, release, indemnify, and agree to save, defend, and hold harmless the Company and its affiliates; predecessors, successors, subrogees, assigns, parents, subsidiaries, heirs, insurers, and each of their respective officers, directors, trustees, shareholders, agents, attorneys, and employees, former employees, and any other related individual or entity, from any and all past, present, or future claims, actions, causes of action, demands, controversies of every kind and nature, rights, liabilities, losses, costs, expenses, attorneys' fees (including, but not limited to, any claim of entitlement for attorneys' fees under any contract, statute, or rule of law allowing a prevailing party or plaintiff to recover attorneys' fees), damages, medical costs and treatments, death, injury, accident, property damage, or personal loss to Consultant, those traveling with or employed by Consultant, or others relating to, resulting from, or arising out of (a) any taxes, insurance costs, damages, or other costs arising from or relating to claims that Consultant is an employee of the Company; (b) the failure by Consultant to obtain insurance coverage as set forth herein; (c) any breach of this Agreement; (d) any act, statement, or

omission by Consultant resulting in any claims, actions, causes of action, or proceedings against the Company or its affiliates; (e) any claim for workers' compensation or unemployment compensation benefits; or (f) any action or omission by Consultant, whether negligent, intentional, reckless, or otherwise. This Paragraph shall survive any termination of this Agreement.

9. Insurance Coverages. Consultant solely shall be responsible for all of Consultant's own insurance and shall at all times maintain such types and amounts of insurance coverage (including automobile/liability insurance) as is acceptable or required by the Company.

a. Automobile Insurance. Consultant solely shall be responsible for Consultant's own general liability, collision, and comprehensive automobile insurance covering, without limitation, (i) injuries, deaths, and property damage resulting from an accident; (ii) collisions; (iii) ownership, operation, and maintenance of all owned, non-owned, and hired automobiles used in connection with the performance of this Agreement.

b. Workers' Compensation and Unemployment Compensation Insurance. No workers' compensation insurance or unemployment compensation insurance will be obtained by the Company on behalf of Consultant. Consultant solely shall be responsible for obtaining unemployment compensation insurance and workers' compensation insurance for Consultant, and Consultant solely shall be responsible for complying with all applicable workers' compensation and unemployment compensation laws.

10. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other Party at the following addresses:

The Company:

Unisyn Medical Technologies, Inc.
c/o G. Wayne Moore
1751 S. Fordham Street, Suite 100
Longmont, CO 80503

Consultant:

Mike Tesic, Ph.D.
[address]

11. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the matters contemplated herein. No promises or representations have been made by the Company or Consultant other than those contained in this Agreement.

12. Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and Consultant.

13. Assignment; Subcontracting. Consultant may not assign this Agreement or any of Consultant's rights hereunder, or delegate or subcontract any of Consultant's obligations hereunder, without the prior written consent of the Company. The Company may assign this Agreement without the consent of Consultant.

14. Governing Law and Forum. This Agreement and all disputes arising hereunder shall be subject to, governed by, and construed in accordance with the laws of the State of Colorado, without regard to conflict of laws provisions. All disputes arising under or relating to this Agreement shall be resolved in the federal or state courts of Colorado.

15. Waiver. No delay or omission by the Company in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

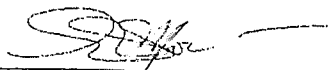
16. Severability. In the event that any provision of this Agreement shall be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

17. Negotiation and Construction. Consultant agrees that both Parties had full opportunity to negotiate the terms of this Agreement. Consultant further agrees that Consultant had the opportunity to seek the advice of legal counsel in connection with the negotiation of this Agreement. Any rule or law requiring provisions to be construed against the drafter shall not apply.

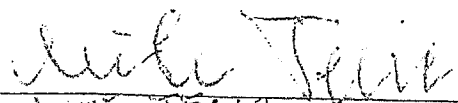
[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Consulting Agreement on the dates below.

UNISYN MEDICAL TECHNOLOGIES, INC.

By: 
Name: G. Wayne Moore
Title: President ADG and CSO
Date: 05/26/10

[INSERT CONSULTANT COMPANY NAME or if an Individual CONSULTANT]

By: 
Name: MIKE TASIC
Title:
Date: 6/2/2010