

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Kent Crossley	11/15/2011
RECEIVING PARTY DATA	
Name:	Nasolux, LLC
Street Address:	40 Clinton Street
Internal Address:	Suite 10D
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11201
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6551346
CORRESPONDENCE DATA	
Fax Number:	(615)244-6804
Phone:	615-850-8874
Email:	justin.mcnaughton@wallerlaw.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:	Justin F. McNaughton
Address Line 1:	Waller Lansden Dortch & Davis, LLP
Address Line 2:	511 Union Street, Suite 2700
Address Line 4:	Nashville, TENNESSEE 37219
ATTORNEY DOCKET NUMBER:	003200.13712
NAME OF SUBMITTER:	Justin F. McNaughton
Total Attachments: 4 source=Nasolux Assignment#page1.tif source=Nasolux Assignment#page2.tif source=Nasolux Assignment#page3.tif source=Nasolux Assignment#page4.tif	

OP \$40.00 6551346

INTELLECTUAL PROPERTY ASSIGNMENT

As contemplated in that certain Founders Agreement fully executed February 18, 2010 (the "Founders Agreement") between Carter Griffin and Kent Crossley, the undersigned Kent Crossley (the "Assignor") does hereby assign to Nasolux, LLC, a Delaware limited liability company ("Assignee"), of all of the Assignor's worldwide rights, title and interest in and to all of the Intellectual Property described in Section 3.

WHEREAS, Assignee develops and markets proprietary light-based anti-microbial devices for nasal decolonization and/or intravascular catheter use (the "Field"); and

WHEREAS, Assignor agreed in the Founders Agreement to transfer to Assignee his entire right, title and interest in and to all Intellectual Property related to the Field;

NOW, THEREFORE, in consideration of the payment by Assignee to Assignor of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. As used herein the term "Intellectual Property" means any and all intellectual property and other similar proprietary rights in any jurisdiction worldwide, whether owned or held for use under license, whether registered or unregistered, including, without limitation, such rights in and to: (i) trademarks, trade dress, service marks, certification marks, logos, slogans, trade names, brand names, corporate names, assumed names, business names and all other indicia of origin (including, but not limited to the name "Nasolux"); (ii) inventions, invention disclosures, discoveries and improvements, whether or not patentable; issued patents and pending patent applications, and any and all divisions, continuations, continuations in part, reissues, continuing patent applications, reexaminations, and extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like rights; (iii) works of authorship and all other copyrightable works; (iv) computer software, including without limitation, data files, source and object code, application programming, firmware, user interfaces, manuals, databases and other software related specifications and documentation (not to include software licenses); (v) domain names and uniform resource locators; (vi) trade secrets (including, without limitation, those trade secrets defined in the Delaware Uniform Trade Secrets Act and under corresponding foreign statutory and common law), formulas, compositions, processes, techniques, business and technical information, know-how, non-public information, and confidential information and rights to limit the use or disclosure thereof by any Person (collectively, "Trade Secrets"); and (vii) to the extent permitted by law, all moral rights with respect to the foregoing. With respect to each of the foregoing, "Intellectual Property" includes all: (A) claims, causes of action and defenses relating to the enforcement of any of the foregoing, including for past infringement, (B) the goodwill associated with any of the foregoing; and (C) all tangible documentation relating to any of the foregoing including registrations of, applications for the registration of, and renewals and extensions of any of the foregoing with or by any governmental authority.

2. Assignor is the sole owner of the entire right, title and interest in and to the patent listed on Exhibit A, free of encumbrances or claims of others, and has the right to make this Assignment.

3. Assignor hereby sells, assigns, transfers, and conveys to Assignee, its successors and assigns, his entire right, title, and interest in and to all Intellectual Property related to the Field, including without limitation the Intellectual Property listed in Exhibit A; all to be held and enjoyed by the Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

4. Assignor further agrees, without further consideration, to perform such other lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably require from time to time to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner or proprietor of

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each of the rights hereby conveyed. In the event Assignor is unable or unwilling to execute such documents, Assignor hereby irrevocably appoints Assignee as an attorney-in-fact to perform such duties on Assignor's behalf, such right being coupled with an interest.

5. This Agreement is governed by and shall be construed in accordance with the laws of the State of Delaware, without regard to the conflict of laws, and shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Each party hereby submits to the exclusive jurisdiction (and waives any objection to venue therein or the convenience thereof) of the state and federal courts sitting in Delaware for resolution of any dispute related to this Agreement.

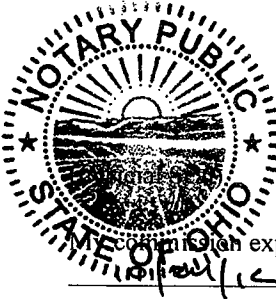
IN WITNESS WHEREOF, Assignor has caused this assignment to be executed as of the 15th day of November, 2011.

Kent Crossley
Kent Crossley, Assignor

04-10
STATE OF MINNESOTA)
HAMILTON)
RAMSEY COUNTY)

I, Philip J Wentzel Jr, a Notary Public of the State and County aforesaid, certify that KENT CROSSLEY personally came before me this day and, having been duly sworn, acknowledged that he signed the foregoing Instrument as Assignor.

Witness my hand and official seal, this the 15th day of November, 2011.



PHILIP J WENTZEL JR
Notary Public
In and for the State of Ohio
My Commission Expires
October 24, 2012

[Signature]
Notary Public

EXHIBIT A
TO
CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT

Products

None.

Trademarks

	MARK	SERIAL NO.	FILING DATE	REGISTERED OWNER / DESCRIPTION OF SERVICES
1	NASOLUX (standard characters)	Common law	n/a	n/a
2				

Patents

	PRODUCT	PATENT	APP. NO. (Filing Date)	REG. NO. (Issue Date)
1		Method and apparatus to prevent infections	09/812,519 (March 20, 2001)	6,551,346 (April 22, 2003)
2				

Works of Authorship

	TITLE	IDENTIFICATION NO.	OWNER/CREATION DATE
Registered:			
Unregistered: All works of authorship and software associated with each of the products listed above, the trademarks listed above, and appearing at the website listed below.			

Domain Names

None.

Trade Secrets

None.