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Form PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

**1. Name of conveying party(ies)/Execution Date(s):**

SONOVIA LTD.

Execution Date(s) November 29, 2011Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance:**

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies):**Name: SONOVIA HOLDINGS LLC

Internal Address: \_\_\_\_\_

Street Address: 6001 SW Sixth Avenue, Suite 101City: Topeka State: KS Zip: 66615Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application number(s) or patent number(s):**If this document is being filed together with a new application, the execution date of the application is: 12/19/2011

A. Patent Application No.(s)

13 379,063

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No**5. Name and address of party to whom correspondence concerning document should be mailed:**Name: Judith L. CarlsonInternal Address: Stinson Morrison Hecker LLPStreet Address: 1201 Walnut, Suite 2900City: Kansas City State: Missouri Zip: 64106-2150**6. Total number of applications and patents involved:**1**7. Total fee (37 CFR 3.41) \$ 40.00**

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

**8. Deposit account number:**19-4409

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE****9. Signature:**Judith L. Carlson  
Signature12/19/2011

Date

Judith L. Carlson

Name of Person Signing

12/23/2011 DTIMBERL 00000023 194409 13379063

01 FC:0021 40.00 DA  
Total number of pages including cover  
sheet, attachments, and document:9

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

**DEED OF ASSIGNMENT OF PATENT RIGHTS**

relating to  
Sonovia Ltd. (in liquidation)

**Date:**

29 November 2011

**Parties:**

1. **SONOVIA LTD. (IN LIQUIDATION)** (registered company no. 4976984) the registered office of which is at Marsh Hammond & Partners LLP, Peek House, 20 Eastcheap, London, EC3M 1EB (the "Assignor") acting by its joint liquidators **PATRICIA ANGELA MARSH** and **B.D. HARDING** both of Peek House as above (the "Liquidators");
2. **SONOVIA HOLDINGS LLC** a limited liability company formed under the laws of the State of Delaware, United States of America (the "Assignee")
3. **THE LIQUIDATORS**

**Background:**

- A. This Deed is executed pursuant to an Asset Sale Agreement of the same date as this Deed and made between the same parties as this Deed (the "ASA").
- B. The Liquidators have entered into this Deed solely for the purpose of obtaining the benefit of the provisions in their favour and shall incur no personal liability of any kind under or in connection with this Deed.

**Agreed Terms:**

1. **Definitions and Interpretation**

Where the context so admits, the definitions and rules of interpretation in the ASA apply also to this Deed, and in particular the following words and expressions have the meanings set out against each:

"Patents"	the patents and patent applications, short particulars of which are set out in Schedule 1
"VAT"	value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112 on the common system of value added tax, and national legislation implementing that Directive or any predecessor to it, or supplemental to that Directive, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member of the European Union

## 2. Assignment

Pursuant to and for the consideration set out in the Asset Sale Agreement, the Assignor (acting by the Liquidators, executing without personal liability) hereby assigns unto the Assignee such right, title and interest (if any) as the Assignor may have in and to the Patents, and in and to all and any inventions disclosed in the Patents, including:

- 2.1 in respect of any and each application in the Patents:
  - 2.1.1 the right to claim priority from and to prosecute and obtain grant of patent; and
  - 2.1.2 the right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
- 2.2 in respect of each and any invention disclosed in the Patents, the right to file an application, claim priority from such application, and prosecute and obtain grant of patent or similar protection in or in respect of any country or territory in the world;
- 2.3 the right to extend to or register in or in respect of any country or territory in the world each and any of the Patents, and each and any of the applications comprised in the Patents or filed as aforesaid, and to extend to or register in, or in respect of, any country or territory in the world any patent or like protection granted on any of such applications;
- 2.4 the entitlement to any patents granted pursuant to any of the applications comprised in the Patents or filed as aforesaid; and
- 2.5 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Patents or any patents granted on any of the applications in the Patents or filed as aforesaid, whether occurring before, on or after the date of this Deed.

## 3. VAT

- 3.1 All payments made by the Assignee under this Deed are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.
- 3.2 If the VAT invoice is delivered after the relevant payment has been made, the Assignee shall pay the VAT due within five Business Days of the Assignor delivering a valid VAT invoice.
- 3.3 If the Assignee fails to comply with its obligation under this Clause 3, it shall additionally pay all interest and penalties which thereby arise to the Assignor.

4. Delivery of Assignments and Further Assurance

For six months following Completion, the Assignor and the Liquidators (provided they are, at the relevant time, the Liquidators of the Assignor) shall (at the Assignee's expense) execute and deliver all such other documents, and do whatever the Assignee may from time to time reasonably require, for the purpose of giving full effect to this Deed.

5. Liquidators' Liability

5.1 The Liquidators act as agents for the Assignor and neither they nor their representatives shall incur any personal liability whatever by virtue of this Deed, nor in relation to any related matter or claim nor in respect of any transfer, assignment or other documents made pursuant to this Deed.

5.2 The Liquidators have entered into this Deed in their personal capacities solely for the purpose of obtaining the benefit of the provisions in their favour.

6. General

6.1 Each party acknowledges that it has not entered into this Deed on the basis of, and does not rely on, any representation, warranty or other provision that is not expressly included in this Deed, and it irrevocably and unconditionally waives any right it may have to claim damages and/or to rescind this Deed on the basis of any misrepresentation that is not expressly included in this Deed or breach of warranty that is not expressly included in this Deed, unless such misrepresentation or breach of warranty was fraudulent. The parties agree that this exclusion is reasonable as it is mutual, and it is their intention that all representations and warranties in respect of the subject matter of this Deed should be expressly set out in this Deed.

6.2 This Deed may only be varied in writing, under the signature of all the parties or their authorised representatives.

6.3 This Deed is binding upon and will continue in force for the benefit of the successors of the parties.

6.4 A person who is not a party to this Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

6.5 This Deed is governed by and is to be construed in all respects in accordance with English Law.

6.6 In relation to any legal action or proceedings arising out of or in connection with this Deed ("Proceedings"), each of the parties irrevocably submits to the jurisdiction of the English courts and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that Proceedings have been brought in an inappropriate forum.

6.7 This Deed may be executed in any number of counterparts, each of which is an original, but all of which together constitute one and the same instrument. This Deed becomes effective at such time as its counterparts have been executed and delivered by the parties and it is not a condition to its effectiveness that each of the parties has executed the same counterpart.

EXECUTED as a deed in two originals on the date at the head of this Deed.

Schedule 1 : The Patents

Country	Application No.	Filing Date	Patent No.	Issue Date	Inventor(s)	Title
Great Britain	0422525.6	11 October 2004			Peter Luebcke	Apparatus for Treatment of Dermatological Conditions
PCT	PCT/GB2005/05 0181	11 October 2005	-	-	Peter Luebcke	Apparatus for Treatment of Dermatological Conditions
Canada	2,582,787	11 October 2005	-	-	Peter Luebcke	Apparatus for Treatment of Dermatological Conditions
China	2005800442366.4	11 October 2005			Peter Luebcke	Apparatus for Treatment of Dermatological Conditions
China	201110171712.6	11 October 2005			Peter Luebcke	Apparatus for Treatment of Dermatological Conditions
Europe	05791488.9	11 October 2005			Peter Luebcke	Apparatus for Treatment of Dermatological Conditions
Europe	11191016.2	28 November 2011			Peter Luebcke	Apparatus for Treatment of Dermatological Conditions
Japan	2007-536269	11 October 2005			Peter Luebcke	Apparatus for Treatment of Dermatological Conditions
Korea	2007-7008667	11 October 2005			Peter Luebcke	Apparatus for Treatment of Dermatological Conditions

Country	Application No.	Filing Date	Patent No.	Issue Date	Inventor(s)	Title
Russia	2007117501	11 October 2005	2007117501	10 May 2010	Peter Luebcke	Apparatus for Treatment of Dermatological Conditions
U.S.	11/664,098	11 October 2005			Peter Luebcke	Apparatus for Treatment of Dermatological Conditions
U.S.	13/137,043	18 July 2011			Peter Luebcke	Apparatus for Treatment of Dermatological Conditions
Europe	09163303.2	19 June 2009			Paul Galluzzo, Justin Buckland, Neil Pollock	Dual-Frequency Ultrasound Transducer
PCT	PCT/EP2010/05852	17 June 2010			Paul Galluzzo, Justin Buckland, Neil Pollock	Dual-Frequency Ultrasound Transducer
Great Britain	0915593.8	7 September 2009			Neil Pollock, Paul Galluzzo, Grant Corthorn	Flexi-PCB Mounting Of Ultrasonic Transducers For Enhanced Dermal And Transdermal Applications
PCT	PCT/GB2010/001569	19 August 2010			Neil Pollock, Paul Galluzzo, Grant Corthorn	Flexi-PCB Mounting Of Ultrasonic Transducers For Enhanced Dermal And Transdermal Applications

SIGNED AS A DEED by PATRICIA }  
ANGELA MARSH for and on behalf }  
of SONOVIA LIMITED (in liquidation) }  
as its agent and without personal }  
liability in the presence of: }

*Patricia Marsh*

*M. E. POTTER*

MARSH HATHMOND & PATRICKS Ltd  
PATE WISE, 20 EASTCHAM LINDL  
EC3M 1EG

SIGNED AS A DEED AND }  
DELIVERED by PATRICIA ANGELA }  
MARSH without personal liability and }  
solely for the purpose of obtaining }  
the benefit of the provisions of this }  
Deed in the presence of: }

*Patricia Marsh*

*M. E. POTTER*

AS ABOVE

SIGNED AS A DEED AND }  
DELIVERED by B.D. HARDING }  
without personal liability and solely }  
for the purpose of obtaining the }  
benefit of the provisions of this Deed }  
in the presence of: }

*Bernard Harding*

*M. E. POTTER*

AS ABOVE

SIGNED AS A DEED by }  
for and on behalf of SONOVIA }  
HOLDINGS LLC in the presence of: }

SIGNED AS A DEED by PATRICIA }  
ANGELA MARSH for and on behalf }  
of SONOVIA LIMITED (in liquidation) }  
as its agent and without personal }  
liability in the presence of: }

SIGNED AS A DEED AND }  
DELIVERED by PATRICIA ANGELA }  
MARSH without personal liability and }  
solely for the purpose of obtaining }  
the benefit of the provisions of this }  
Deed in the presence of: }

SIGNED AS A DEED AND }  
DELIVERED by B.D. HARDING }  
without personal liability and solely }  
for the purpose of obtaining the }  
benefit of the provisions of this Deed }  
in the presence of: }

SIGNED AS A DEED by *Michael R. Hall* }  
for and on behalf of SONOVIA }  
HOLDINGS LLC in the presence of: }

*Michael R. Hall*

*Kathy L. Foster*

*Kathy L. Foster*