

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
D. G. Hill Associates	08/08/2012
RECEIVING PARTY DATA	
Name:	Nova Health Care Positioners, Inc.
Street Address:	P.O. Box 4335
City:	Utica
State/Country:	NEW YORK
Postal Code:	135044335
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6823870
CORRESPONDENCE DATA	
Fax Number:	6123499266
Phone:	612-252-1559
Email:	goette@ptslaw.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:	Allison Goette
Address Line 1:	80 South 8th Street
Address Line 2:	4800 IDS Center
Address Line 4:	Minneapolis, MINNESOTA 554022100
ATTORNEY DOCKET NUMBER:	4573.000001
NAME OF SUBMITTER:	Allison Goette
Total Attachments: 4 source=4573_000001_Assignment#page1.tif source=4573_000001_Assignment#page2.tif source=4573_000001_Assignment#page3.tif source=4573_000001_Assignment#page4.tif	

OP \$40.00 6823870

ASSIGNMENT

WHEREAS, D. G. Hill Associates (“Assignor 1”), a business entity organized and existing under the laws of the State of Minnesota, and having its principal offices at 719 Coventry Lane, Edina, Minnesota 55435, was the registered owner and assignee of the Patent 6,823,870 identified on Exhibit A (the “Assigned Patent Rights”);

WHEREAS, Health Care Positioners, Inc. (“Assignor 2”), a business entity organized and existing under the laws of the State of Minnesota, and having its principal offices at 314 Appaloosa Way, Palm Desert, California 92211, was the registered owner and assignee of the Patent 7,849,540 identified on Exhibit A (the “Assigned Patent Rights”);

WHEREAS, Nova Health Care Systems, Inc. (“Assignee”), a business entity organized and existing under the laws of the State of New York, and having its principal offices at P.O. Box 4335, Utica, New York 13504-4335, is desirous of acquiring the entire right, title and interest in the Assigned Patent Rights;

WHEREAS, Assignor 2 is the registered owner and assignee of the trademarks identified in Exhibit A and the goodwill associate therewith;

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in, to and under the trademarks above, and the goodwill of the business appertaining to said trademarks;

WHEREAS Assignee, Assignor 1 and Assignor 2 have executed an Agreement Regarding Sale on December 22, 2011 agreeing to transfer ownership of the patents and trademarks;

NOW, THEREFORE, for and in consideration of good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged by me, Assignor has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto the said Assignee, its successors and assigns, its entire right, title and interest in and to said Assigned Patent Rights, as well as any and all applications claiming priority to said Assigned Patent Rights, including all divisions, continuations or renewals thereof, and the Letters Patent, both foreign and domestic, that may or shall issue, therefrom including all reissues or extensions of such patents including all of its rights under the International Convention and further including the right to sue, counterclaim and recover for past, present and future infringement of the rights assigned or to be assigned, as fully and entirely as the same would have been held by the Assignor if this assignment had not been made, and Assignor does hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above mentioned Assignee in accordance herewith.

Upon said consideration Assignor does hereby covenant and agree with the said Assignee, its successors and assigns, that Assignor will not execute in writing or do any act whatsoever conflicting with these presents, and that Assignor or its executors or administrators will at any time upon request, without further or additional consideration, but at the expense of the said Assignee, its successors and assigns, execute such additional writings and do such additional acts as said Assignee, its successors and assigns, may deem necessary or desirable to

perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, reissued or extended Letters Patent of the United States, or of any and all foreign countries on said invention, and in enforcing any rights occurring as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, effective December 22, 2011, ASSIGNOR has sold, assigned and transferred and by these presents does sell, assign, and transfer to ASSIGNEE, its successors and assigns forever, the entire right, title and interest in, to and under the trademarks and related goodwill, the registrations thereof along with the right to recover for damages and profits for past infringements thereof;

ASSIGNOR agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and the trademarks listed in Schedule A hereto in the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

ASSIGNOR: D. G. Hill Associates

Date: 8-8-12

Darrell G. Hill

Signature

Darrell G. Hill

Name Printed or Typed

CEO

President

Title

Subscribed to and sworn to before me this 8th day of August, 2012.

Debi K. Geiwitz

Notary Public

Notary Seal



ASSIGNOR: Health Care Positioners, Inc.

Date: 8-8-12

Darrell G. Hill
Signature

Darrell G. Hill
Name Printed or Typed

President CEO
Title President

Subscribed to and sworn to before
me this 8th day of August, 2012.

Debi K. Geiwitz
Notary Public

Notary Seal

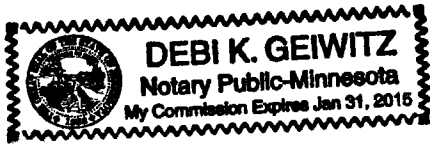


EXHIBIT A

<u>PATENT NUMBERS</u>	<u>ISSUE DATE</u>	<u>TITLE</u>
6,823,870	November 20, 2004	PATIENT SAFETY STRAPS
7,849,540	December 14, 2010	REUSABLE SURGICAL PERIOPERATIVE POSITIONING SYSTEM

<u>TRADEMARK NUMBERS</u>	<u>REGISTRATION DATE</u>	<u>TITLE</u>
2,532,289	January 22, 2002	SOFTEE
2,785,022	November 18, 2003	AIRSOFT