

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Maxilla Systems Corporation	08/31/2012
RECEIVING PARTY DATA	
Name:	Miradent Group Sales, Inc.
Street Address:	555 8th Avenue
Internal Address:	Suite 1909
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5775900
CORRESPONDENCE DATA	
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Total Attachments: 4 source=Executed_Assignment_Maxilla_Systems#page1.tif source=Executed_Assignment_Maxilla_Systems#page2.tif source=Executed_Assignment_Maxilla_Systems#page3.tif source=Executed_Assignment_Maxilla_Systems#page4.tif	

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EXHIBIT A

PATENT ASSIGNMENT

This Patent Assignment ("Assignment"), dated as of August 31, 2012 (the "Effective Date"), is by and between Maxilla Systems Corporation, a Delaware corporation ("*Assignor*"), and Miradent Group Sales, Inc., a Delaware corporation ("*Assignee*").

For good and valuable consideration, the receipt of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements contained in that certain Intellectual Property Assignment Agreement entered into by and between Assignee and Assignor on August 31, 2012, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby sell, assign, transfer, and convey unto Assignee, all rights, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "*Patent Rights*"):

- (a) the patents of the Assignor listed in the attached Schedule A (the "*Patents*");
- (b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, and/or (ii) for which any of the Patents directly or indirectly forms a basis for priority including the right to sue for past infringement;
- (c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);
- (d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;
- (e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;
- (f) inventions, invention disclosures, and discoveries described in any of the Patents and/or any item in the foregoing categories (b) through (e) that (i) are included in any claim in the Patents and/or any item in the foregoing categories (b) through (e), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceedings brought on any of the Patents and/or any item in the foregoing categories (b) through (e), and/or (iii) could have been included as a claim in any of the Patents and/or any item in the foregoing categories (b) through (e);
- (g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through

(f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding; and

(h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (i) damages,
- (ii) injunctive relief, and
- (iii) any other remedies of any kind

for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

Following the execution of this Assignment, each party shall deliver to the other such further information and documents and shall execute and deliver to the other such further instruments and agreements as the other party shall reasonably request to consummate or confirm the transactions provided for in this Assignment, to accomplish the purpose of this Assignment or to assure to the other party the benefits of this Assignment. Specifically, Assignor hereby authorizes the respective patent office, intellectual property office, or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein. The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

Assignors hereby appoint Assignee as their attorney-in-fact, with full authority in the place and stead of Assignors, and in the name of Assignors, solely to take any action and to create any instrument that may be necessary or desirable to register, effectuate, validate, record, maintain, perfect, enforce or defend this Assignment and Assignee's rights in the Patent Rights.

[Remainder of the Page Left Intentionally Blank - Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR: MAXILLA SYSTEMS CORPORATION

By: [Signature]
Name: Stephen Ginsburg
Title: Chief Executive Officer

STATE OF Massachusetts)
) ss.
COUNTY OF Barnstable)

On 8/31/12, before me, Rita M. Tosches, Notary Public in and for said State, personally appeared Stephen J. Ginsburg, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

[Signature]



RITA M. TOSCHES
Notary Public
Commonwealth of Massachusetts
My Commission Expires July 8, 2018

ASSIGNEE: MIRADENT GROUP SALES, INC.

By: [Signature]
Name: Marc Ginsburg
Title: President

SCHEDULE A

U.S. Patent No. 5,775,900