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PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Mark E. Schafer	10/16/2012

RECEIVING PARTY DATA

Name:	Sound Surgical Technologies, LLC	
Street Address:	357 McCaslin Boulevard	
Internal Address:	Suite 100	
City:	Louisville	
State/Country:	COLORADO	
Postal Code: 80027		

PROPERTY NUMBERS Total: 1

	Property Type	Number
Ар	plication Number:	13654216

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: 40800.0064USU1

NAME OF SUBMITTER: Andrew L. Jagenow

Total Attachments: 2

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PATENT

REEL: 029215 FRAME: 0672

OF \$40.00 13654216

ASSIGNMENT

WHEREAS, I, Mark E. Schafer, have invented one or more inventions described in an application (or provisional application) for Letters Patent of the United States entitled:

ULTRASONIC PROBE FOR TREATING CELLULITE

and identified by

Attorney Docket No. 40800.0064USU1, and/or executed by me on even date herewith and about to be filed in the United States Patent Office; and

Serial No. 13/654,216 filed in the United States Patent Office on 10/17/2012; and

WHEREAS, Sound Surgical Technologies, LLC, (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of Colorado, and having a usual place of business at 357 McCaslin Boulevard, Suite 100, Louisville, Colorado, 80027, desires to acquire an interest therein, in accordance with agreements duly entered into with me;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described in said application, together with my entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said application or such Letters Patent, and any right, title and interest I may have in provisional applications to which said application claims priority; said invention(s), applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by me had this assignment and sale not been made; I hereby convey all of our rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. I hereby acknowledge that this assignment, being of my entire right, title and interest in and to said invention(s), carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE in its own name as assignee of our entire right, title and interest therein;

AND, I hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention(s) to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including the execution of non-provisional,



substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications;

AND, I hereby further agree to provide statements or testimony in any interference or other proceeding in which said invention(s) or any application or patent directed thereto may be involved;

AND, I hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on the date of my execution of this assignment;

AND, I hereby authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Letters Patent as shall be granted upon said application, or applications based thereon, to said ASSIGNEE, its successors, assigns, or legal representatives.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal on the date(s) set forth below.

, 2012, before me, the undersigned Notary Public, personally appeared Mark E. Schafer, proved to me through satisfactory evidence of identification, which was/were PH DOVES LICENSE, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

My Commission Expires



REEL: 029215 FRAME: 0674