

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>L. Van Crisco</td> <td>02/05/2011</td> </tr> <tr> <td>Gary Goff</td> <td>02/05/2011</td> </tr> </tbody> </table>		Name	Execution Date	L. Van Crisco	02/05/2011	Gary Goff	02/05/2011
Name	Execution Date						
L. Van Crisco	02/05/2011						
Gary Goff	02/05/2011						
RECEIVING PARTY DATA							
Name:	Radial Assist, LLC						
Street Address:	9300 Stonemist Trace						
City:	Roswell						
State/Country:	GEORGIA						
Postal Code:	30076						
PROPERTY NUMBERS Total: 1							
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12777871</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12777871		
Property Type	Number						
Application Number:	12777871						
CORRESPONDENCE DATA							
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ATTORNEY DOCKET NUMBER:	30876-0002						
NAME OF SUBMITTER:	Kevin W. King						
<p>Total Attachments: 5 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif</p>							

CH \$40.00 12777871

INVENTION ASSIGNMENT AGREEMENT

Agreement effective as of the 1st day of November, 2010 by and between L. Van Crisco and Gary Goff (collectively "Assignors") and Radial Assist, LLC, a Georgia limited liability company, and its successors and assigns (collectively "Company").

WHEREAS, Assignors are the inventors of certain inventions as defined herein; and

WHEREAS, the Company wishes to acquire the full and exclusive right, title, and interest in and to the inventions and all related patent and intellectual property rights associated with the inventions worldwide,

Now therefore, for the sum of ten dollars and other good and valuable consideration, receipt of which is hereby acknowledged, the parties intend to and agree to be bound as follows.

1. Definitions

1) The following terms shall, for purposes of this Agreement, have the meanings set out below:

- a. **Patent Applications** shall mean the following patent applications filed in the United States and in Europe:
 - U.S. Serial No. 61/217,075, filed May 13, 2009
 - U.S. Serial No. 12/777,871, filed May 11, 2010
 - PCT/US2010/34452

- b. **Inventions** shall mean (i) any and all inventions and improvements disclosed in the Patent Applications and (ii) any and all past and future inventions, improvements or ideas directly or indirectly related to the business purpose of the Company that were or are conceived or reduced to practice by one or both of the Assignors during employment with, a term as an officer or director of, and/or engagement as an independent contractor by the Company.

- c. **Intellectual Property** shall mean all of the following: (i) the inventions, (ii) all applications for industrial property protection, including without limitation all applications for patents (including the Patent Applications), utility models, inventors' certificates and designs and all divisional, continuation, and continuation-in-part applications describing in whole or in part the inventions, which have been filed or may be filed hereafter for the inventions in any country or countries throughout the world, (iv) all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs, which may be granted for said inventions in any country or countries throughout the world, and all extensions, renewals and reissues thereof, (v) any provisional patent applications filed in the United States describing in whole or in part the inventions, from which priority has

been or may be claimed under Title 35 of the United States Code, (vi) the right to file for such aforementioned applications and the right to claim any applicable foreign and domestic priority rights arising from or required for any of the aforementioned patents and patent applications under the terms of any applicable conventions, treaties, statutes, or regulations, and (vii) any and all past, present and future causes of action for infringement of the Patents and Applications and the right to sue thereunder.

2. Assignment

2.1 For good and valuable consideration, receipt of which is acknowledged, the Assignors, jointly and severally, hereby sell, assign and transfer to Company, or its nominee, the entire title, interest and rights in, to and under the intellectual Property.

2.2 Assignors further agree to execute any documents as the Company shall deem necessary or desirable for the transfer of rights to it, or for the preparation, filing, prosecution and procuring of patent applications and/or letters patent in any country of the world and for the transfer of interests, including the execution of original, divisional, continuing and reissue applications, preliminary statements, affidavits, and concessions. The Assignors agree promptly upon request of the Company to communicate any facts known to it respecting the Patent and the invention set forth therein, and to execute and deliver without further compensation any power of attorney, Assignment, application, whether original, continuation, divisional or re-issue, or other papers that may be necessary or fully desirable to secured to the Company the inventions and any of them described in said Application and all Patent rights therein, in the United States and in any country foreign thereto, and to cooperate and assist and to give testimony in any court action or administrative proceeding with respect to any matters mentioned above in the prosecution of interference proceedings involving said inventions and any adjudication and re-examination of said Letters Patent, provided the reasonable expenses that may be incurred by the Assignors in lending such cooperation and assistance be paid by the Company.

3. Representations and Warranties

3.1 The inventions and the Patent Applications are the sole property of the Assignors and, except as disclosed to the Company in this assignment, no lien, mortgage, security interest, or other encumbrance against the invention or patent exists. Furthermore, none do exist or none are known to potentially exist.

3.2 No share, interest, assignment, or other rights to any or all of the invention, or the patent application covering the invention, as the transferred, assigned, or granted to any other party except as disclosed to the company in this assignment.

3.3 Assignors acknowledges that their work on and contributions to documents, programs, methodologies, protocols, and other expressions in any tangible medium related to the Invention and Patent (collectively, "Works") are within the scope of this

assignment. Assignors's work on and contributions to the Works will be rendered and made by Assignors for, at the instigation of, and under the overall direction of, the Company. All such work and contributions, together with the Works, are and at all times shall be regarded, as "work made for hire" as that term is used in the United States Copyright Laws. Without limiting this acknowledgment, Assignors sells, assigns, transfers, grants, and delivers exclusively to the Company all rights, titles, and interests in and to any such Works, and all copies and versions, including all copyrights and renewals.

3.4 Assignors will execute and deliver to the Company, its successors and assigns, any assignments and documents the Company requests for the purpose of establishing, evidencing, and enforcing or defending its complete, exclusive, perpetual, and worldwide ownership of all rights, titles, and interests of every kind and nature, including all copyrights, in and to the Works. Assignors constitutes and appoints the Company as their agent to execute and deliver any assignments or documents that Assignors fails or refuses to execute and deliver, this power and agency being coupled with an interest and being irrevocable

4. General Provisions

4.1 **Independent Contractors.** The relationship between the parties established by this Agreement is that of independent contractors, and nothing contained in this agreement shall be construed to give either party the power to direct and control the day-to-day activities of the other. Neither party is an agent, representative or partner of the other party (except that Assignors are members of the Company without authority to bind the same). Except as expressly provided in this Agreement, neither party shall of any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise binding, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such relationship upon either party.

4.2 **Publicity.** The Company may make any public announcement or issue any press release concerning the terms of this Agreement without the prior approval of the Assignors.

4.3 **Governing Law and Jurisdiction.** This Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Georgia, without reference to conflict of law principles. The parties hereby expressly consent to the jurisdiction and venue of the federal and state courts within the state of Georgia.

4.5 **Entire Agreement.** This Agreement, including the attached exhibits, constitutes the entire agreement between both parties concerning this transaction, and replaces all previous communications, representations, understandings, and agreements, whether verbal or written between the parties to this agreement or their representatives. No

representations or statements of any kind made by either party, which are not expressly stated in this Agreement, shall be binding on such parties.

4.6 All Amendments in Writing. No waiver, amendment or modification of any provisions of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom such waiver, amendment or modification is sought to be enforced. Furthermore, no provisions in either parties' business forms employed by either party will supersede the terms and conditions of this Agreement.

4.7 Notices. Any notice required or permitted by this Agreement shall be deemed given if sent by registered mail, postage prepaid with return receipt requested, addressed to the other party at the address set forth below of this Agreement or at such address for which such party gives notice hereunder. Delivery shall be deemed effective three days after deposit with postal authorities.

4.8 Cost of Legal Action. In the event any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs of enforcement including, without limitation, attorneys fees and court costs.

4.9 Inadequate Legal Remedy. Both parties understand and acknowledge that violation of their respective covenants and agreements may cause the other irreparable harm and damage, that may not be recovered at law, and each agrees that the others remedies for breach may be in equity by way of injunctive relief, as well as for damages and any other relief available to the non-breaching party, whether in law or equity.

4.10 Delay is Not a Waiver. No failure or delay by either party in exercising any right, power or remedy under this Agreement, except as specifically provided in this Agreement, shall operate as a waiver of any such right, power or remedy.

4.11 Effect on Heirs and Successors. This assignment Agreement and each of its provisions shall be binding upon and shall in newer to the benefit of their respective heirs, devisees, legatees, executors, administrators, trustees, successors, and companies of the parties to this assignment.

4.12 Severability. If any provisions of this Agreement are held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.

4.13 Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative upon all other rights and remedies described in this Agreement and allowed under any applicable law.

4.14 Headings. The titles and headings of the various sections and sections of this Agreement are intended solely for convenience of reference and are not intended for

any other purpose whatsoever, or to explain, modified or place any construction upon or on any of the provisions of this Agreement.

4.15 Counterparts. This Agreement may be executed in multiple counterparts, any one of which will be considered an original, but all of which will constitute one and the same instrument.

4.16 Survival of Certain Provisions. The representations and warranty obligations set forth in this Agreement shall survive the termination of the Agreement by either party for any reason.

Understood, agreed and approved

We have carefully reviewed this Patent Assignment Agreement and agree to and accept all of the terms and conditions. We are executing this Agreement as of the effective date above.

Company

Radial Assist, LLC

By: [Signature] 2/5/11
J. Brad Hess, Manager

Assignors

[Signature] (SEAL)
L. Van Crisco, a U.S. Citizen 2/5/11
466 Seminole Avenue
Atlanta, GA 30307ds

Assignors

[Signature] 2/5/11 (SEAL)
Gary Goff, a U.S. Citizen
113 Bay Ridge Drive
Canton, GA 30115

ACKNOWLEDGMENT

State of Georgia
County of Fulton

On 2/5/11, 2011 before me, personally appeared the Assignors signing the this instrument, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that by their signature on the instrument the person or entity upon which the person acted, executed the instrument.

Witness my hand and official seal:

[Signature]
Notary Public

