

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT						
EFFECTIVE DATE:	05/13/2005						
CONVEYING PARTY DATA							
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Craig Tagawa</td> <td>05/13/2005</td> </tr> <tr> <td>Ernest Bates</td> <td>05/13/2005</td> </tr> </tbody> </table>		Name	Execution Date	Craig Tagawa	05/13/2005	Ernest Bates	05/13/2005
Name	Execution Date						
Craig Tagawa	05/13/2005						
Ernest Bates	05/13/2005						
RECEIVING PARTY DATA							
Name:	American Shared Hospital Services						
Street Address:	Four Embarcadero Center, Suite 3700						
City:	San Francisco						
State/Country:	CALIFORNIA						
Postal Code:	94111						
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>12845673</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12845673		
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Application Number:	12845673						
CORRESPONDENCE DATA							
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
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ATTORNEY DOCKET NUMBER:	NBBJ132165						
NAME OF SUBMITTER:	Jerald E. Nagae						
Total Attachments: 3 source=32165_Tagawa_Bates_Assignment#page1.tif source=32165_Tagawa_Bates_Assignment#page2.tif source=32165_Tagawa_Bates_Assignment#page3.tif							

OP \$40.00 12845673

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Attorney Docket No. NBBJ-1-32165

ASSIGNMENT

WHEREAS, the undersigned have, or may have, rights, title or interest in applications for Letters Patent of the United States and Europe as follows:

Title	Application No.	Filing Date
OPERATING ROOM / INTERVENTION ROOM	11/129,224 (United States)	May 13, 2005
OPERATING ROOM / INTERVENTION ROOM	05747752.3 (Europe)	May 13, 2005
OPERATING ROOM / INTERVENTION ROOM	12/845673 (United States)	July 28, 2010
OPERATING ROOM / INTERVENTION ROOM	11175781.1 (Europe)	July 28, 2011

Any patents that issue from such patent applications, together with any continuations, continuations in part, divisionals, and reissues and including any foreign counterparts of any of the same ("APPLICATIONS");

AND, WHEREAS,

American Shared Hospital Services ("ASSIGNEE"), is desirous of acquiring the ASSIGNORS' entire right and title to and interest in the inventions disclosed in said applications together with all trade secrets arising from or pertaining thereto ("INVENTIONS").

NOW, THEREFORE, for the sufficient, good, and valuable consideration of \$1.00, the receipt of which is hereby acknowledged, Ernest Bates and Craig Tagawa ("ASSIGNORS") do hereby sell, assign, and transfer, *nunc pro tunc*, unto ASSIGNEE their respective rights and title to and interest in said INVENTIONS, including the right to apply for international patents and patents thereon in foreign countries in their names or in the name of ASSIGNEE to be held and enjoyed by ASSIGNEE as entirely as the same would have been held and enjoyed by the ASSIGNORS had this sale, assignment, and transfer not been made; and the ASSIGNORS do hereby further agree to execute all instruments and render all such assistance as ASSIGNEE may request in order to make and prosecute any and all APPLICATIONS on said INVENTIONS, to enforce any and all patents on said INVENTIONS, and to confirm in ASSIGNEE legal title to said INVENTIONS and all APPLICATIONS and patents on said INVENTIONS, all without charge to ASSIGNEE.

REPRESENTATIONS

Each ASSIGNOR hereby represents and warrants to the ASSIGNEE, the other ASSIGNORS and OR21 LLC, a Washington State limited liability company, as follows:

Authority; Authorization. The ASSIGNOR has full power and authority to execute and deliver this agreement. This agreement shall be binding upon, and inure to the benefit of,

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the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

Binding Effect. The ASSIGNOR has duly executed and delivered this agreement, and it constitutes the legal, valid and binding obligation of the ASSIGNOR enforceable against the ASSIGNOR in accordance with its terms.

Title. The ASSIGNOR will transfer to ASSIGNEE, pursuant to this Agreement, all of its title to the ASSETS, free and clear of encumbrances.

No Conflicts. The ASSIGNOR'S authorization, execution, delivery and performance of this Agreement do not and will not:

(1) Conflict with, or result in a breach, default or violation of: (A) any contract or agreement to which the ASSIGNOR is a party or is otherwise subject; or (b) any law, order, judgment, decree, writ, injunction or arbitral award to which the ASSIGNOR is subject; or

(2) Require any consent, approval or authorization from, filing or registration with, or notice to, any governmental authority or other person or entity, unless such requirement has already been satisfied.

Ownership of Asset. To the knowledge of the ASSIGNOR, all persons and entities who have developed the Inventions, including the inventors, filed the Application or otherwise assisted with the development of the Assets have assigned all of their rights and interests in the Assets to either American Shared Hospital Services or NBBJ, LP.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without reference to its conflicts of law principles.

Further Instruments. Each ASSIGNOR hereto agrees that it will execute and deliver such further instruments and will take such further action as may be necessary to discharge or perform or carry out any of their respective obligations and agreements hereunder.

Counterparts. This agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which shall together constitute one and the same agreement.

Entire Agreement. This agreement expresses the entire agreement between the parties with respect to the subject matter hereof.

Amendments. This agreement may be altered, modified or amended only by a written instrument executed by each of the parties hereto.

Assignment. ASSIGNOR may not assign its rights or obligations hereunder. ASSIGNEE may assign any of its rights and obligations hereunder.

This *nunc pro tunc* Assignment is effective as of May 13, 2005.

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Ernest A. Bates
Ernest Bates
2400 Third Avenue
Napa, CA 94558

Craig Tagawa
Craig Tagawa
5323 Springridge Court
Fairfield, CA 94534

Witness: Alexandra Tagawa

Witness: Alexandra Tagawa

Printed Name: Alexandra Tagawa

Printed Name: Alexandra Tagawa

American Shared Hospital Services

By: Ernest A. Bates
Ernest A. Bates, M.D.
Title: Chairman & CEO

Witness: Alexandra Tagawa

Printed Name: Alexandra Tagawa