

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NBBJ LP	03/30/2012
RECEIVING PARTY DATA	
Name:	OR21, LLC
Street Address:	223 Yale Avenue North
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98109
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12845673
CORRESPONDENCE DATA	
Fax Number:	2062240779
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(206)682-8100
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Correspondent Name:	Jerald E. Nagae, Esq.
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Address Line 2:	1420 Fifth Avenue, Suite 2800
Address Line 4:	Seattle, WASHINGTON 98101-2347
ATTORNEY DOCKET NUMBER:	NBBJ132165
NAME OF SUBMITTER:	Jerald E. Nagae
Total Attachments: 5 source=32165_Agreement_Assignment_NBBJ_OR21#page1.tif source=32165_Agreement_Assignment_NBBJ_OR21#page2.tif source=32165_Agreement_Assignment_NBBJ_OR21#page3.tif source=32165_Agreement_Assignment_NBBJ_OR21#page4.tif source=32165_Agreement_Assignment_NBBJ_OR21#page5.tif	

OP \$40.00 12845673

CONTRIBUTION AGREEMENT

CONTRIBUTION AGREEMENT ("Agreement"), made and entered into as of the 30th day of March, 2012 (the "Effective Date"), by and between NBBJ LP ("Member") and OR21, LLC, a Washington State limited liability company (the "Company"). Capitalized terms used herein which are not otherwise defined shall have the meanings given in that certain operating agreement by and among the Company and its members, including Member, dated as of February 22, 2012 (the "Company Operating Agreement").

WHEREAS, several inventors have created trade secrets, filed patent applications and continuing in part applications in the United States and Europe for a series of inventions for operating and/or intervention rooms known as OR21 as further described below;

WHEREAS, certain inventors have assigned their rights and interest in the Inventions to the Member;

WHEREAS, the Member holds an interest in the Assets (as defined below); and

WHEREAS, the Member wishes to assign and contribute its interest in the Asset to the Company in exchange for the issuance to the Member of fifty (50) units of membership interest in the Company, which units will constitute, upon issuance, 50 of the total 100 outstanding units of membership interest therein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Contribution. The Member hereby assigns and conveys all of its right, title and interest in and to the following assets (the "Assets") free and clear of any lien, pledge, charge, security interest, restriction, claim, encumbrance, right to use or acquire, ownership interest, action or demand of any nature whatsoever (collectively "Encumbrances"):

All right, title and interest in the inventions including, without limitation, the following patent applications:

US 11/129224
US 12/845673
EP 11175781.1
EP 05747752.3

and 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 and any trade secrets arising from or pertaining thereto and an irrevocable, royalty free, fully paid up, sublicensable, transferable, non-exclusive license under any copyright in any of the patents and patent application materials, (together "the Inventions").

2. Issuance. The Company hereby issues to the Member on the Effective Date, in consideration of the Assets, fifty (50) units of membership interest in the Company as set forth on Schedule A attached hereto, such units constituting 50 of the total of 100 outstanding membership interests in the Company.

3. Representations.

(a) Authority; Authorization. The Member is duly incorporated, organized or formed (as applicable), validly existing, and in good standing under the law of the jurisdiction of its incorporation, organization or formation; the Member has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and all necessary actions by the Member's governing board, owners, managers, members, partners, trustees, beneficiaries, or other applicable Persons necessary for the due authorization, execution, delivery, and performance of this Agreement by the Member have been duly taken.

(b) Binding Effect. The Member has duly executed and delivered this Agreement, and it constitutes the legal, valid and binding obligation of the Member enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency or similar laws of general application and by the effect of general principles of equity, regardless of whether considered at law or in equity).

(c) Title. The Member will transfer to Company, pursuant to this Agreement, all of its title to the Asset, free and clear of encumbrances.

(d) No Conflicts. The Member'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) the organizational documents of such Member; (B) any contract or agreement to which that Member is a party or is otherwise subject; or (C) any law, order, judgment, decree, writ, injunction or arbitral award to which that Member is subject; or

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

4. Operating Agreement. The Member agrees and acknowledges that it is a party to the Company Operating Agreement, and that the terms and conditions under which the Member is contributing the Asset, and receiving the membership interest in the Company, are governed by the terms of the Company Operating Agreement, which is entered into on the date hereof. In the event that there is a conflict between the terms of this Agreement and the terms of the Company Operating Agreement, the terms of the Company Operating Agreement shall apply.

5. Notice. Any and all notices or any other communications provided for herein shall be given in writing by (i) registered or certified mail, (ii) overnight express courier or (iii) facsimile, which, subject to change upon written notice, addressed to the parties at their respective addresses as set forth in the Company Operating Agreement. Each such communication shall be

deemed to have been given at the time it is mailed at any regularly maintained post office or at the time of its receipt in the case of overnight courier or facsimile delivery.

6. 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.

7. Assignment. No party hereto may assign this Agreement or any of the rights, duties or obligations established herein, in whole or in part, without the prior written consent of all of the other parties hereto.

8. Third Party Rights. The parties hereto do not intend to confer any right or remedies upon any persons other than the parties to the Agreement.

9. Severability. In the event any of the provisions of this Agreement are finally determined by a court of competent jurisdiction to be invalid or unenforceable, the same shall automatically be deemed severed from the remainder of this Agreement. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any statute, law or ordinance or regulation which is inconsistent with the provisions of this Agreement, such statute, law or ordinance shall prevail and provisions of this Agreement shall be curtailed and limited only to the extent necessary to bring them within legal limitations. Except as otherwise provided herein, in the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby.

10. Further Instruments. Each party 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.

11. 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.

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

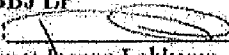
13. Amendments. This Agreement may be altered, modified or amended only by a written instrument executed by each of the parties hereto.

14. Binding Agreement. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

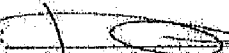
[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above set forth.

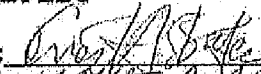
NBBJ LP

By: 
Name: Joanna Lohkamp
Title: Managing Partner
Date: 4/5/12

OR21 LLC

By: 
Name: Joanna Lohkamp
Title: Manager
Date: 4/5/12

OR21 LLC

By: 
Name: Robert A. Datta
Title: Manager
Date: 4/6/12

Schedule A

	<u>Number of Units</u>	<u>Percentage of Total Units</u>
American Shared Hospital Services	50	50%
NBBJ LP	50	50%