

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Echo Medical Systems LLC	11/25/2011
RECEIVING PARTY DATA	
Name:	EchoMRI Corporation Pte. Ltd.
Street Address:	78 Shenton Way #28-01
City:	Singapore
State/Country:	SINGAPORE
Postal Code:	079120
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	6278891
Patent Number:	6285901
Patent Number:	7343192
Patent Number:	7355402
Patent Number:	7366559
Patent Number:	7366560
CORRESPONDENCE DATA	
Fax Number:	8322014829
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7135395006
Email:	faginnr@xp-patents.com
Correspondent Name:	Richard A. Fagin
Address Line 1:	PO Box 1247
Address Line 4:	Richmond, TEXAS 77406
NAME OF SUBMITTER:	Richard A. Fagin

OP \$240.00 6278891

Total Attachments: 8

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NOTARIAL CERTIFICATE

TO ALL TO WHOM THESE PRESENT SHALL COME

I, **CHIDAMBARAM CHANDRASEGAR**, Notary Public, duly authorised admitted and practising in the Republic of Singapore **DO HEREBY CERTIFY** that **GERSH ZVI TAICHER** and **MELANIE NG CHEW** had on this day subscribed their respective signatures in my presence to the attached Assignment of Intellectual Property dated 25 November 2011.

IN TESTIMONY whereof I have hereunto subscribed my name and affixed my Seal of Office at Singapore this 25 day of November 2011.


CHIDAMBARAM CHANDRASEGAR
NOTARY PUBLIC
SINGAPORE



PATENT
REEL: 029845 FRAME: 0671

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS DEED OF ASSIGNMENT is made on 25 November 2011

BETWEEN

- (1) **Echo Medical Systems LLC**, a limited liability company incorporated in Texas, the United States of America and having a business address at 14781 Memorial Dr., Suite 222, Houston, TX 77079 (the "**Assignor**"); and
- (2) **EchoMRI Corporation Pte. Ltd.** (Company Registration No. 201118384E), a private limited company incorporated in Singapore and having a business address at 78 Shenton Way, #28-01, Singapore 079120 (the "**Assignee**").

WHEREAS:-

- (A) The Assignor is engaged in the Business.
- (B) The Assignor is the legal and beneficial owner of certain Intellectual Property relating to the Business which it engages in (the "**Assets**") and comprising, without limitation: (i) patents listed in Schedule 1 hereto (the "**Patents**"); (ii) copyright, computer code, designs, drawings, plans, know-how, processes and techniques, specifications and trademarks, data, trade secrets and other confidential information in relation to the products, processes and technology relating to the Business listed in Schedule 2 hereto (the "**Business IP**").
- (C) For good and valuable consideration, the Assignor agrees to assign to the Assignee all its rights, title and interest in the Assets.

NOW THIS DEED OF ASSIGNMENT WITNESSETH as follows:-

- 1 The Assignor hereby represents to the Assignee that it is the legal and beneficial owner of all rights, title and interest in the Assets and that it has the full right to convey such rights, title and interest to the Assignee.
- 2 Subject to clause 3 below, the Assignor as legal and beneficial owner hereby ASSIGNS absolutely to the Assignee with full title guarantee, free from encumbrances:

- (a) all its rights, title and interest in and to the Assets, including without limitation:
 - (i) the Patents; and
 - (ii) the Business IP,

together with all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of such rights or other acts within the scope of such rights prior to the date hereof (including the claims of any published specification of any Patent or accompanying any application therefor or accompanying any relevant patent application);

- (b) the right to apply for, to prosecute and to obtain patent or other intellectual property protection throughout the world in respect of the Assets (including the inventions claimed in any Patent). The foregoing includes the right to claim priority therefrom to the intent that the grant of any patents or other intellectual property protection shall be in the name of and vest in the Assignee.

3 The Assignor further covenants that at the request and cost of the Assignee it will at all times hereafter provide all necessary assistance to the Assignor in connection with the transfer of the ownership of the Assets. Without prejudice to the generality of the foregoing, the Assignor will:

- (a) do all such acts and execute all such documents as may necessary or desirable both to secure the vesting in the Assignee of all rights, title and interest assigned to the Assignee hereunder (including without limitation, its rights, title and interest in and to all contracts, contract rights, licenses, notifications, approvals and authorizations to that extent); and
- (b) assist in the resolution of any ambiguity concerning the ownership of the Assets or any other question concerning the Assets (including without limitation, to communicate such facts relating to the Patents and the inventions embodied therein or the file history thereof as may be known to it, and testify as to the same in any claim or litigation when requested so to do by the Assignee).

4 In this Deed, unless the context otherwise requires:

"Body Composition Analysis" means a method of testing the proportions of different fat and lean tissues that make up an organism's body;

"Business" means the business of research, development, design, manufacture, marketing and sale of medical devices for Body Composition Analysis as well as the licensing of the Intellectual Property relating to such medical devices;

"Intellectual Property" means all (i) patents, patent applications, patent disclosures and inventions; (ii) internet domain names, trademarks, service marks, trade dress, trade names, logos and corporate names and registrations and applications for registration thereof together with all of the goodwill associated therewith; (iii) copyrights (registered or unregistered) and copyrightable works and registrations and applications for registration thereof; (iv) mask works and registrations and applications thereof; (v) computer software, data, databases and documentation thereof; (vi) trade secrets and other confidential information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable,

and whether or not reduced to practice)), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, and copyrightable works, financial and marketing plans and customer and supplier lists and information; and (vii) copies and tangible embodiments thereof (in whatever form or medium).

5 Miscellaneous:

- (a) Severability: Notwithstanding that any provision of this Deed may prove to be illegal or unenforceable, the remaining provisions of this Deed shall continue in full force and effect.
- (b) Variation: No purported variation of this Deed shall be effective unless made in writing and signed by all parties.
- (c) Waiver: Any waiver of any breach of this Deed shall not be deemed to apply to any succeeding breach of the provision or of any other provision of this Deed. No failure to exercise and no delay in exercising on the part of any of the parties of any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies otherwise provided by law.
- (d) Governing Law: This Deed is governed by, and shall be construed in accordance with, the laws of Singapore. Without prejudice to Clause 5(e) below, each party hereby irrevocably (i) submits to the non-exclusive jurisdiction of the Singapore Courts; (ii) waives any objections on the ground of venue or forum non conveniens or any similar grounds; and (iii) consents to service of process by mail or in any other manner permitted by the relevant law.
- (e) Dispute Resolution by Arbitration: Any dispute arising out of or in connection with this Deed including any question regarding its existence, validity or termination shall be finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force which rules are deemed to be incorporated by reference into this Clause. The Tribunal shall consist of one (1) arbitrator. All arbitration proceedings shall be in the English language. The decision of the arbitrator shall be final and binding on the parties and their nominee(s).
- (f) Rights of Third Parties: Any person who is not a party to this Deed (whether or not any benefit is conferred or purported to be conferred on it, directly or indirectly) has no right under the Contracts (Rights of Third Parties) Act (Cap 53B) or otherwise, to enforce any term of this Deed.

SCHEDULE 1

S/No.	Assignee	Inventor	Published Patent No.	Title
1	Echo Medical Systems, LLC	Reiderman et al.	US 6,278,891 - Date of Patent: 21 Aug 2001 - Application No. 09/382,877	Nuclear Magnetic Resonance Apparatus And Method For Bone Analysis And Imaging
2	Echo Medical Systems, LLC	Taicher et al.	US 6,285,901 - Date of Patent: 4 Sep 2001 - Application No. 09/383,005	Quantitative Magnetic Resonance Method And Apparatus For Bone Analysis
3	Echo Medical Systems, LLC	Reiderman et al.	US 7,343,192 - Date of Patent: 11 Mar 2008 - Application No. 10/669,043	Magnetic Resonance Imaging Method And Apparatus For Body Composition Analysis
4	Echo Medical Systems, LLC	Taicher et al.	US 7,355,402 - Date of Patent: 8 Apr 2008 - Application No. 11/602,895	Method And Apparatus For Hazardous Liquid Detection
5	Echo Medical Systems, LLC	Taicher et al.	US 7,366,559 - Date of Patent: 29 Apr 2008 - Application No. 10/606,943	Nuclear Magnetic Resonance Apparatus And Method For Assessing Whole Body Composition
6	Echo Medical Systems, LLC	Taicher et al.	US 7,366,560 - Date of Patent: 29 Apr 2008 - Application No. 11/133,104	Nuclear Magnetic Resonance Method For Body Composition Analysis

SCHEDULE 2

(a) Products:

1. EMS-Desktop
2. EMS-Mice 100/130
3. EMS-3in1
4. EMS-Rats 500/700/900/1100
5. EMS-4in1500/700/900/1100
6. EMS-Options P100, A100, A10
7. EMS-Custom1Birds/Marmosets/Guinea Pigs
8. EMS-Custom2 Dogs/Livestock
9. EMS-Infants
10. EMS-Adolescents
11. EMS-Adult Humans
12. EMS-Mobile Infants/Livestock/Adolescent/Adult Humans

(b) Product Innovation: EMS method and apparatus for *in-vivo* and/or *in-vitro* precise, accurate, and cost-effective determination of tissue composition parameters, such as fat mass, lean mass, total body water, and free water volume.

Specific innovation:

- NMR measurement of moving bodies, with no anesthesia or sedation required
- Unique separation of fat mass and lean mass measurements
- NMR measurement of bone tissue
- Measurement of very large bodies, around 500 lbs.
- Complete shielding of static magnetic field prevents issues of containment in the outside environment
- Internal shielding of radio frequency (RF) magnetic and electrical fields
- Optimal sequencing for fat and lean separation
- Optimal power usage
- Automated calibration and testing procedure with self-correcting adjustments

(c) Technological breakthroughs:

- Low-cost, permanent magnet design and manufacturing
- Temperature-stable, permanent magnet material
- Extremely reliable system
- Modular and transportable on wheels; five pieces total
- Easy to assemble and service; on-site assembly and service available
- Mature and well-tested control and use of hardware and software
- High volume sensitivity for low price: The sensitive volume (also known as Region of Interest or Field of View) for Whole Body Composition Analyzer for Humans is 10 times greater than the conventional MRI, yet the system price is less than 10% of the whole-body MRI. This breakthrough is achieved by replacing arbitrarily high spatial resolution with system simplicity as the end result.
- Proprietary NMR measuring technique is optimized for the maximum measuring precision of whole-body fat, muscle, and body fluids, while keeping total measurement time to less than 1 minute. Unique optimization is based on the identification of cost function specific to whole-body composition analysis.
- Proprietary set of algorithms for system calibration and measurements. These algorithms are extremely effective because they take into account a substantial part of specific knowledge in the field of NMR physics, equipment performance, and whole-body composition analysis, etc.

- Cost of development and manufacturing. The break-even price point for large MRI equipment manufacturers is at least two times the Echo price, effectively blocking many outside competitors in specialized markets.