

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
Vision Opportunity Master Fund, Ltd.	03/01/2013
RECEIVING PARTY DATA	
Name:	MedPro Safety Products, Inc.
Street Address:	145 Rose Street
City:	Lexington
State/Country:	KENTUCKY
Postal Code:	40507
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	5688241
Patent Number:	6379336
Patent Number:	7357783
Patent Number:	6869415
Patent Number:	6840920
Patent Number:	7144387
CORRESPONDENCE DATA	
Fax Number:	7044441111
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7044441000
Email:	patent-mail@alston.com
Correspondent Name:	Alston & Bird LLP
Address Line 1:	101 S. Tryon Street, Suite 4000
Address Line 2:	Bank of America Plaza
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000
ATTORNEY DOCKET NUMBER:	059188/412071

CH \$240.00 5688241

NAME OF SUBMITTER:

George M. Taulbee

Total Attachments: 10

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RELEASE OF CERTAIN INTELLECTUAL PROPERTY

THIS RELEASE OF CERTAIN INTELLECTUAL PROPERTY (this "Release") is made as of March 1, 2013 (the "Effective Date") by Vision Opportunity Master Fund, Ltd., having an address of c/o Vision Capital Advisors, LLC, 20 West 55th Street, New York, New York 10019 ("Vision Opportunity") and Vision Capital Advisors, LLC, having an address of 20 West 55th Street, New York 10019 ("Vision Capital") (Vision Opportunity and Vision Capital, jointly and severally, the "Secured Party"), in favor of MedPro Safety Products, Inc., a Nevada corporation ("MedPro Safety") and MedPro Investments LLC, a Delaware limited liability company ("MedPro Investments") (MedPro Safety and MedPro Investments individually and collectively the "Borrower"), and each of the grantor parties identified on the signature page hereto (each, together with the Borrower, the "Grantors").

WHEREAS, Vision Opportunity and MedPro Safety entered into that promissory note titled Series D Note Agreement (at that term is defined in Annex I of this Release);

WHEREAS, pursuant to the terms and conditions of the Series D Note, each of the Grantors assigned, pledged and granted to Vision Opportunity, on behalf of the Noteholder Group (as that term is defined in the Series D Note), a continuing security interest in all of its right, title and interest in and to certain collateral including all intellectual property rights, inventions, designs, formulas, patents (including, but not limited to, the patents set forth on Schedules A-1, A-2 and A-3 hereto), patent applications (including, without limitation, the patent applications set forth on Schedules A-1, A-2 and A-3 hereto), service marks, trademarks, trade names, trade secrets, engineering drawings, goodwill, registrations, copyright, licenses, customer lists, computer programs and other software as defined in the UCC), source code, royalty, license and product rights, and further including (a) all of the following now owned or hereafter acquired by any of the Grantors (i) all letters patent of the United States or the equivalent thereof in any other country, all registrations thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, with respect to the foregoing, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein, including, without limitation, the patents and patent applications set forth on Schedules A-1, A-2 and A-3 hereto (all of the foregoing in subsections (a)(i) and (a)(ii) collectively, the "Patents"); (b) all of the following now owned or hereafter acquired by any of the Grantors: (i) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (ii) registrations and applications for registration of any such copyright in the United States or any other country, with respect to each of the foregoing, including, without limitation, the copyright registrations set forth in Schedule B hereto and exclusive copyright licenses (all of the foregoing in subsections (b)(i) and (b)(ii) collectively, the "Copyrights"); (c) all Trademarks; (d) all Software and databases (including, without limitation, all customer, supplier and distributor lists and data) ; (e) all Know How; (f) all registrations and applications to

any of the foregoing; (g) all rights of priority and protection of interests therein under the laws of any jurisdiction, and tangible embodiments of any of the foregoing (in any medium including electronic media); (h) all licenses and other agreement granting any third party any right to use or practice any intellectual property or other proprietary right, or granting any Grantor any right to use or practice any intellectual property or other proprietary right; (i) all other intellectual property and proprietary rights; (j) all rights of action and claims arising in connection with any of the foregoing, all claims by reason of past, present or future infringement or violation of any of the foregoing, and all rights to sue and collect damages in relation to any of the foregoing; and (k) to the extent not otherwise included, all license fees, royalties, payments, proceeds (as defined in the applicable Uniform Commercial Code) and products of any and all of the foregoing and all supporting obligations, collateral security and guarantees given by any person with respect to any of the foregoing; with respect to each of the foregoing, only to the extent it is the subject of, covered by, or within the scope of the MSM 2010 (as that term is defined in Annex I to this Release), as amended and all rights pertaining thereto. All of the foregoing collateral collectively referred to as "MSM IP Collateral";

WHEREAS, the Series Note D (which, by its terms provides that it constitutes a security agreement) was recorded with the Patents Division of the U.S. Patent & Trademark Office on September 13, 2012, at Reel 028954 and Frame 0909;

NOW, THEREFORE, in connection with the sale of all of the Patents, Copyrights, other Intellectual Property, Licenses and other rights referenced in the first WHEREAS above of this Release pursuant to that certain Asset Purchase Agreement, dated as of December 31, 2012 between and among MedPro Safety, MedPro Investments, Greiner Bio-One GmbH, Athyrium Capital Management, LLC, Athyrium Opportunities Fund (A) LP, Athyrium Opportunities Fund (B) LP, NB Athyrium LLC and Post Advisory Group, the Secured Party hereby terminates, cancels, re-pledges, reassigns and releases (a) any and all security interests it has against only the MSM IP Collateral; and (b) any and all licenses and rights granted in the Series D Note Agreement as it relates to any of the foregoing rights. The remainder of the security interests granted pursuant to the Series D Note Agreement shall remain in effect in all respects.

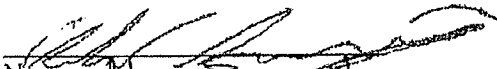
If and to the extent Vision Opportunity or the Notcholder Group has acquired any right, title or interest to any of the MSM IP Collateral, it hereby re-assigns and re-transfers such rights, title or interest to their respective Grantors.

Vision Opportunity and the Notcholder Group each shall take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

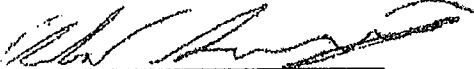
[Signatures to IP Release on Next Page]

IN WITNESS WHEREOF, Vision Opportunity and the Noteholder Group has caused this Release to be executed by its duly authorized representative as of the Effective Date:

VISION OPPORTUNITY MASTER FUND, LTD.

By: 
Name: Adam Benowitz
Title: Managing Director

VISION CAPITAL ADVISORS LLC

By: 
Name: Adam D. Benowitz
Title: Managing Member

Doc #33843453v.1

Acknowledged by:

MEDPRO SAFETY PRODUCTS, INC.

By: _____
Name:
Title:

Acknowledged by:

MEDPRO INVESTMENTS LLC

By: _____
Name:
Title:

[Signature Page to IP Release]

IN WITNESS WHEREOF, Vision Opportunity and the Noteholder Group has caused this Release to be executed by its duly authorized representative as of the Effective Date:

VISION OPPORTUNITY MASTER FUND, LTD.

By: _____
Name:
Title:

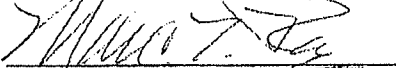
VISION CAPITAL ADVISORS LLC

By: _____
Name:
Title:

Doc #33843453v.1

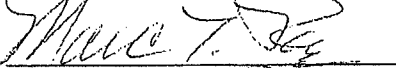
Acknowledged by:

MEDPRO SAFETY PRODUCTS, INC.

By: 
Name: Marc T. Ray
Title: VP Finance/CFO

Acknowledged by:

MEDPRO INVESTMENTS LLC

By: 
Name: Marc T. Ray
Title: Manager

[Signature Page to IP Release]

ANNEX 1
To
RELEASE OF CERTAIN INTELLECTUAL PROPERTY

For purposes of the Release to which this Annex is attached, each of the terms listed below will have the meaning set forth below:

"Know How" shall mean any and all trade secrets and confidential and proprietary business information (including, but not limited to, all ideas, research and development, know-how, formulas, compositions, processes, methods, methodologies, techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, inventions, disclosures, discoveries, improvements, modifications, techniques, formulas, and technologies), whether or not patented, patentable, copyrightable, reduced to practice or registered.

"MSM 2010" shall mean the Medical Supply Manufacturing Agreement between MedPro and Greiner, dated 14 July 2010, together with any and all amendments to that document.

"Series D Note Agreement" shall mean the Series D Senior Secured Promissory Note issued by MedPro to Vision Opportunity Master Fund, Ltd. dated September 12, 2012.

"Software" shall mean computer programs, data and information, whether in source code (human readable format), object code (machine readable format), firmware or other form, and all design, development, flow charts, specifications, and other materials, whether in electronic, paper or other form, relating to any of the foregoing, and all use manuals, systems manuals and other documentation of any kind, ~~whether in electronic, paper or other form, relating to any of the~~ foregoing.

"Trademarks" shall mean all trademarks, service marks, certification marks, trade dress, logos, slogans, trade names, service names, domain names, other electronic identifiers (e.g., Twitter and Facebook handles), corporate names, business names, product names, and other source identifiers, together with all translations, adaptations, derivations and combinations thereof, and all applications to register, registrations and renewals directed to any of the foregoing, together with all rights of priority and counterparts to any of the foregoing in any country in the world, and all goodwill associated with any of the foregoing.

SCHEDULE A (including A-1, A-2 and A-3)
to
RELEASE OF CERTAIN INTELLECTUAL PROPERTY

*PATENTS AND PATENT
APPLICATIONS LISTED BELOW*

[Insert Patent and Patent Application Chart – Schedules A-1, A-2 and A-3]

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SCHEDULE A

Schedule A-1

Jurisdiction	Application No.	Filing Date	Patent No.	Issue Date	Title	PTO Status
US	08/632,010	4/15/1996	5,688,241	11/18/1997	Automatic non-reusable needle guard	Issued

SCHEDULE A

Schedule A-2

Jurisdiction	Application No.	Filing Date	Patent No.	Issue Date	Title	PTO Status	Current Owner
US	09/336,405	6/18/1999	6,379,336 B1	4/30/2002	Protective device for injection or aspiration needle	Issued	Medpro Safety Products, Inc.
CA	2,311,700	6/15/2000	2,311,700	2/6/2009	Protective device for injection or aspiration needle	Issued	Medpro Safety Products, Inc.
JP	2000/219874	6/15/2000	4291938	4/10/2009	Protective device for injection or aspiration needle	Issued	Medpro Safety Products, Inc.
FR	305112.5	6/15/2000	1066848	3/1/2006	Protective device for injection or aspiration needle	Issued	Medpro Safety Products, Inc.
DE	305112.5	6/16/2000	60026237.5	3/1/2006	Protective device for injection or aspiration needle	Issued	Medpro Safety Products, Inc.
GB	305112.5	6/16/2000	1066848	3/1/2006	Protective device for injection or aspiration needle	Issued	Medpro Safety Products, Inc.
US	10/621,973	7/17/2003	7,357,783 B2	4/15/2008	Safety system for a blood collection device	Issued	Medpro Safety Products, Inc.
WO	PCT/US2004/022828	7/15/2004	WO2005/009507 A1		Safety system for a blood collection device	Inactive	
CN	ZL200480024109.3	2/22/2006	ZL200480024109.3	9/23/2009	Safety system for a blood collection device	Issued	Medpro Safety Products, Inc.
EP	4757044.5	7/15/2004	EP1646421 B1	11/16/2011	Safety system for a blood collection device	Issued	MedPro Safety Products Inc.
EP	10191849.8	7/15/2004	EP2281599 A2	2/9/2011	Safety system for a blood collection device	Pending	MedPro Safety Products Inc.
AT	4757044.5	7/15/2004	4757044.5	11/16/2011	Safety system for a blood collection device	Issued	MedPro Safety Products Inc.
DE	4757044.5	7/15/2004	DE602004035333.7	11/16/2011	Safety system for a blood collection device	Issued	MedPro Safety Products Inc.
FR	4757044.5	7/15/2004	4757044.5	11/16/2011	Safety system for a blood collection device	Issued	MedPro Safety Products Inc.
GB	4757044.5	7/15/2004	4757044.5	11/16/2011	Safety system for a blood collection device	Issued	MedPro Safety Products Inc.
JP	2006/520351	7/15/2004	4699996	3/11/2011	Safety system for a blood collection device	Issued	MedPro Safety Products Inc.

SCHEDULE A

Schedule A-3

Jurisdiction	Application No.	Filing Date	Patent No.	Issue Date	Title	PTO Status	Current Owner
US	10/289,508	11/5/2002	6,869,415 B2	3/22/2005	Safety device for blood collection	Issued	Medpro Safety Products, Inc.
US	10/434,717	5/9/2003	6,840,920 B2	1/11/2005	Butterfly needle with passive guard	Issued	Medpro Safety Products, Inc.
US	10/978,614	11/1/2004	7,144,387 B2	12/5/2006	Butterfly needle with passive guard	Issued	Medpro Safety Products, Inc.
WO	PCT/US2004/012057	4/20/2004	WO2004/101038 A1	11/25/2004	Butterfly needle with passive guard	Inactive	
BR	BR P104101839	4/20/2004			Butterfly needle with passive guard	Pending	MedPro Safety Products, Inc.
CA	2,525,140	11/8/2005	2,525,140	10/20/2009	Butterfly needle with passive guard	Issued	MedPro Safety Products, Inc.
KR	2005/7021233	11/8/2005	820,042	4/1/2008	Butterfly needle with passive guard	Issued	MedPro Safety Products, Inc.
EP	4750340.4	11/8/2005			Butterfly needle with passive guard	Pending	MedPro Safety Products, Inc.
HK	6107854.4	11/8/2005			Butterfly needle with passive guard	Pending	MedPro Safety Products, Inc.
JP	2006/532431	11/8/2005	4584930	9/10/2009	Butterfly needle with passive guard	Issued	MedPro Safety Products, Inc.

SCHEDULE B
to
RELEASE OF CERTAIN INTELLECTUAL PROPERTY

Copyright Registrations and Applications, and Material Unregistered Copyrights

(A) Registered Works of Authorship

None

(B) Unregistered material works of authorship

All product design and development materials and documentation, and product and design specifications.

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