

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Alpha-Med Surge, Inc.	03/28/2013
RECEIVING PARTY DATA	
Name:	Vikon Surgical, LLC
Street Address:	3200 2nd Avenue North
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35222
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	8075154
Application Number:	13324803
Application Number:	12400486
Application Number:	11259978
CORRESPONDENCE DATA	
Fax Number:	2052541999
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	205-254-1036
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Correspondent Name:	C. Brandon Browning
Address Line 1:	1901 Sixth Avenue North; Ste 2400
Address Line 4:	Birmingham, ALABAMA 35203
ATTORNEY DOCKET NUMBER:	08148-0019
NAME OF SUBMITTER:	C. Brandon Browning
Signature:	/cbbrowning/

OP \$160.00 8075154

Date:

05/02/2013

Total Attachments: 4

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ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT OF PATENT RIGHTS (this "Assignment") is entered into as of March 28, 2013 by and between **Alpha-Med Surge, Inc.** a Texas corporation doing business as "L.I.T. Surgical" ("Assignor"), and **Vikon Surgical, LLC** a Delaware limited liability company ("Assignee").

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement");

WHEREAS, Assignor is the owner of certain patents and patent applications including but not limited to the patent and patent applications listed on Schedule A (collectively the "Patent Rights"); and

WHEREAS, pursuant to this Assignment and the Purchase Agreement, Assignor desires to assign and transfer its entire right, title and interest in and to the Patent Rights, and Assignee desires to acquire all such right, title and interest in and to said Patent Rights.

NOW, THEREFORE, in consideration of the foregoing premises, the Purchase Price (as defined in the Purchase Agreement), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and based upon the premises and the mutual covenants and promises hereinafter contained, Assignor and Assignee hereby agree as follows:

1. Assignor, by these presents, grants, bargains, sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, all right, title and interest in and to the Patent Rights and all extensions, divisions, reissues, substitutes, renewals and continuations thereof (including without limitation all Letters Patents which may be granted thereon) to be held and enjoyed by said Assignee, as fully as the same would have been enjoyed by Assignor, had this Assignment not been made, and Assignor further grants, bargains, sells, assigns, conveys, transfers and sets over to Assignee the priority rights provided by the International Convention and all other available international agreements, treaties and conventions for the protection of intellectual property in its various forms in every participating country with respect to any pending or future applications in foreign jurisdictions.
2. Assignor also assigns, transfers and sets over to Assignee any and all causes of action, claims, demands or other rights, occasioned from or because of any and all past infringements of any of the Patent Rights.
3. For a period of 12 months following execution of this Assignment, Assignor agrees that, when requested, without charge but at the expense of Assignee, Assignor will execute all papers, and generally aid in securing and maintaining patent protection for the inventions disclosed in the Patent Rights throughout the world. Included within the scope of this duty is cooperation in any proceedings involving the United States and foreign applications and patents, such as

reexaminations, opposition and cancellation proceedings, priority contests, interferences, public use proceedings, court actions and the like, and execution of any and all divisional, continuation, continuation-in-part, reissue and substitute applications for said invention or improvements, and any necessary oath, affidavit or declaration relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon any pending applications, and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said Assignee, its successors or assigns may deem necessary or expedient.

4. For a period of 12 months following execution of this Assignment, Assignor agrees that it shall make all applications, documents, papers, affidavits, oaths, testimony or instruments necessary in order to apply for, obtain or maintain registration of the Patent Rights with the appropriate registration authority in order to effect the purposes of this Assignment and agrees that any reasonable expense incurred in connection with such applications shall be borne exclusively by Assignee.
5. Assignor represents, warrants and covenants that it has full right to assign and convey the entire Patent Rights herein assigned and transferred; that it has not assigned, conveyed or licensed any Patent Rights, in whole or in part, to any other party, and that it has not executed, and will not execute, any agreement in conflict with this Assignment (including but not limited to attempting or purporting to license, transfer or assign the Patent Rights, in whole or in part, to any party other than Assignee).
6. Assignor represents, warrants and covenants that this Assignment conveys to Assignee each and every domestic and foreign patent and patent application owned by Assignor as of the date hereof, whether or not such patents and patent application are listed in Schedule A.
7. It is hereby authorized and requested by Assignor that the Commissioner of Patents and Trademarks or any other applicable regulatory authority issue any and all Letters Patent of the United States and foreign countries issuing from said applications, when granted to Assignee.

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IN WITNESS WHEREOF, the parties have caused their signatures and seals to be herein to affixed on the date set forth above.

ATTEST:

By: Kelli Upchurch

Name: Kelli Upchurch

Title: SVP of Legal & Corporate Affairs

Alpha-Med Surge, Inc.
d/b/a L.I.T. Surgical

By: [Signature]

Name: Austin Crowder

Title: Founder / Director

ATTEST:

By: Kelli Upchurch

Name: Kelli Upchurch

Title: SVP of Legal & Corporate Affairs

Vikon Surgical, LLC

By: [Signature]

Name: FARRELLE ROBINSON

Title: Member

SCHEDULE A

(Patents)

Description	Owner
U.S. Patent No. 8,075,154, titled HEADLIGHT WITH DIRECTED FLOW HEAT SINK	Alpha-Med Surge, Inc., d/b/a L.I.T. Surgical
U.S. Patent Application Serial No. 13/324,803, titled HEADLIGHT WITH DIRECTED FLOW HEAT SINK	Alpha-Med Surge, Inc., d/b/a L.I.T. Surgical
U.S. Patent Application Serial No. 12/400,486, titled TUNABLE LIGHT CONTROLLER	Alpha-Med Surge, Inc., d/b/a L.I.T. Surgical
U.S. Patent Application Serial No. 11/259,978, titled SURGICAL HEADLIGHT	Alpha-Med Surge, Inc., d/b/a L.I.T. Surgical