

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Assignment and Assumption Agreement |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| VASAMED, Inc. | 08/01/2009 |
| RECEIVING PARTY DATA | |
| Name: | ExoStat Medical, Inc. |
| Street Address: | 7615 Golden Triangle Drive |
| Internal Address: | Suite A |
| City: | Eden Prairie |
| State/Country: | MINNESOTA |
| Postal Code: | 55344 |
| PROPERTY NUMBERS Total: 6 | |
| Property Type | Number |
| Patent Number: | 5579763 |
| Patent Number: | 6055447 |
| Patent Number: | 6071237 |
| Patent Number: | 6216024 |
| Patent Number: | 6258046 |
| Application Number: | 10668750 |
| CORRESPONDENCE DATA | |
| Fax Number: | 6126077100 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 612-607-7595 |
| Email: | kwilliams@oppenheimer.com |
| Correspondent Name: | Barbara A. Wrigley |
| Address Line 1: | Oppenheimer Wolff & Donnelly, LLP |
| Address Line 2: | 222 South Ninth Street, Suite 2000 |
| Address Line 4: | Minneapolis, MINNESOTA 55402 |

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| ATTORNEY DOCKET NUMBER: | 24266-3000 |
| NAME OF SUBMITTER: | Barbara A. Wrigley |
| Signature: | /Barbara A. Wrigley/ |
| Date: | 05/09/2013 |
| Total Attachments: 3 source=Assignment-AssumptionAgreement--Vasamed-Exostat-8-1-2009#page1.tif source=Assignment-AssumptionAgreement--Vasamed-Exostat-8-1-2009#page2.tif source=Assignment-AssumptionAgreement--Vasamed-Exostat-8-1-2009#page3.tif | |

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement") is made as of August 1, 2009 between VASAMED, Inc., a Delaware Corporation with its principal place of business at 7615 Golden Triangle Drive, Suite C, Eden Prairie, MN 55344 ("Assignor") and ExoStat Medical Inc., a Delaware Corporation with its principal place of business at 7615 Golden Triangle Drive, Suite A, Eden Prairie, MN 55344 ("Assignee").

RECITALS

Assignor holds a Patent License Agreement made and entered into as of July 20, 1998, by and between Institute of Critical Care Medicine, a California non-profit corporation ("ICCM") and Optical Sensors Incorporated (now VASAMED, Inc.), (the "License"). The License covers (i) the patents listed in Exhibit B, each of which has been issued by the Patent Office in the country indicated and (ii) the patent applications listed in Exhibit B.

Subject to the terms of this Agreement, Assignor desires to assign its rights and obligations under the License to Assignee and Assignee desires to accept and assume Assignor's rights and obligations under the License.

In consideration of the foregoing recitals and the mutual promises, covenants and agreements contained herein and other good and valuable consideration, the parties, intending to be legally bound, agree as follows:

1. Assignment: Effective September 1, 2009, Assignor sells, assigns, transfers and conveys to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the License and its rights to use the patents and patent applications covered thereby.
2. Assumption; Hold Harmless: Assignee agrees to fulfill all of the covenants, terms, conditions and royalty payments required of the Assignor under the License from and after September 1, 2009 and to indemnify and hold Assignor harmless against all loss, damages, costs, expenses and liabilities arising out of the covenants, terms, conditions and royalty obligations under the License accruing from and after September 1, 2009. Assignor agrees to hold Assignee harmless against all loss, damages, costs, expenses and liabilities arising out of the covenants, terms, conditions and royalty obligations accruing under the License prior to September 1, 2009.
3. Novation: Nothing in this Agreement shall be deemed to be or create a novation with ICCM.

4. Further Assurances: Each party, at the request of the other party, shall execute and deliver all documents and do all other acts that may be necessary to carry out and effectuate the intent and purpose of this Agreement.

5. Governing law: This Agreement shall be governed by and construed under the laws of the State of Minnesota, without reference to conflict of law principles. Any action or proceeding arising from or in connection with this Agreement shall be brought solely in the federal or state courts located in Hennepin County, Minnesota, and each of the parties hereto hereby consents to the jurisdiction of those courts for any such action or proceeding.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed and delivered as of the date first above written.

VASAMED, INC.

By Paulita LaPlante
Paulita LaPlante
President and CEO

EXOSTAT MEDICAL, INC.

By Kent Winger
Kent Winger
Executive Vice President and COO

Exhibit B

Patents

| Country | Pat. No. | Inventor | Docket Number | Title | Filed | Issued | Expires |
|---------|----------|-------------|---------------|---|-------------|-------------|-------------|
| U.S. | 5579763 | Weil | 308 | Measurement of systemic perfusion | 6-Jul-1995 | 3-Dec-1996 | 6-Jul-2015 |
| U.S. | 6055447 | Weil | 310 | Patient CO2 Measurement | 18-Jun-1998 | 25-Apr-2000 | 6-Jul-2015 |
| U.S. | 6071237 | Weil | 313 | Device and method for assessing perfusion failure in a patient during endotracheal intubation | 19-Feb-1999 | 6-Jun-2000 | 19-Feb-2019 |
| U.S. | 6216024 | Weil | 311 | Method and device for assessing perfusion failure in a patient | 24-Sep-1998 | 10-Apr-2001 | 6-Jul-2015 |
| U.S. | 6258046 | Kimball, V. | 312 | Method and device for assessing perfusion failure in a patient by measurement of blood flow | 2-Apr-1999 | 10-Jul-2001 | 6-Jul-2015 |
| Japan | 3547124 | Weil | 311/JP | Method and device for assessing perfusion failure in a patient | 25-Sep-1998 | 23-Apr-2004 | 25-Sep-2018 |

Patent Applications

| Country | App. No. | Inventor | Docket Number | Title | Filed | Issued | Expires |
|---------|-----------|-----------------------------|---------------|--|-------------|--------|---------|
| U.S. | 10/668750 | Kimball, Weil, Tang, Bisera | 320/US/1 | Device for assessing perfusion failure in a patient by measurement of blood flow | 23-Sep-2003 | n.a. | n.a. |

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RECORDED: 05/09/2013

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