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PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Invention Express LLC	06/04/2012

RECEIVING PARTY DATA

Name:	Empire Technology Development LLC
Street Address:	2711 Centerville Road, Suite 400
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13884256

CORRESPONDENCE DATA

Fax Number: 9497609502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 9497600404
Email: efiling@knobbe.com

Correspondent Name: Knobbe, Martens, Olson, & Bear LLP

Address Line 1: 2040 Main Street
Address Line 2: 14th Floor

Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	LLLCB.081NP
NAME OF SUBMITTER:	Eli Loots
Signature:	/Eli Loots/
Date:	05/14/2013

Total Attachments: 3

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OP \$40.00

PATENT REEL: 030411 FRAME: 0711

ASSIGNMENT OF PATENT RIGHTS

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Richard J. Mammone on behalf of Invention Express LLC, a New Jersey Limited Liability Company, having a principal place of business 57 Geiger Lane, Warren NJ 07059, U.S. ("Assignor"), effective as of November 12, 2011, hereby sells, assigns, transfers, and conveys unto

- (A) Empire Technology Development LLC, a Delaware limited liability company, with an address at 2711 Centerville Road, Suite 400, Wilmington, DE 19808("U.S. Assignee"), all rights, title, and interests that exist today and may exist in the future in and to any and all of the following items (1) through (8) below:
- the inventions disclosed in the solution report/invention disclosure titled "Intraoperative Ultrasound with an Augmented Visualization Tool for Enhanced Real-Time Tissue Characterization" and all inventions claimed and/or described in the Application (collectively, the "Invention");
- 2. the patent applications listed in the table below (the "Application");

Patent Application No.	Country	Filing Date	<u>Title</u>
PCT/US2012/054239	PCT	September 7, 2012	ULTRASOUND WITH AUGMENTED VISUALIZATION
NIR-PROVINCE MANUAL			

- 3. all rights with respect to the Invention, including all United States patents or other governmental grants or issuances that may be granted with respect to the Invention or from any direct or indirect divisionals, continuations, continuations-in-part, or other patent applications claiming priority rights from the Application ("Potential Patents");
- 4. all reissues, reexaminations, extensions, or registrations of the Potential Patents;
- 5. all non-United States patents, patent applications, and counterparts relating to any or all of the Invention, the Application, and the Potential Patents, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances ("Foreign Rights"), and including the right to file foreign applications directly in the name of Assignee, its successors and assigns;
- 6. all rights to claim priority rights deriving from the Application;

- 7. all causes of action and remedies related to any or all of the Application, the Invention, the Potential Patents, and the Foreign Rights (including, without limitation, the right to sue for past, present, or future infringement, misappropriation or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing); and
- 8. any and all other rights and interests arising out of, in connection with, or in relation to the Application, the Invention, Potential Patents, and the Foreign Rights.

As used in this Assignment, "Assignee" means, collectively, the U.S. Assignee and the Non-U.S. Assignee. Assignor will not sign any document or do any act conflicting with this Assignment, and, without further compensation, will sign all documents and do such additional acts as Assignee, its successors, legal representatives, and assigns deem necessary or desirable to perfect enjoyment of the Rights, conduct proceedings regarding the Rights (including any litigation or interference proceedings), or perfect or defend title to the Rights. Assignor requests the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models, or other governmental grants or issuances that may be granted upon any of the Rights in the name of the Assignee, as the assignee to the entire interest therein.

Assignor hereby authorizes and requests authorized representative to insert on this Assignment the filing date and Patent Application Numbers in the table above when known.

The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, legal representatives, and assigns and will be binding upon Assignor, their successors, legal representatives and assigns.

[Signature Page(s) to Follow]

By:

Rickard J. Mammone

On behalf of Invention Express LLC

57 Geiger Lane

Warren NJ 07059, U.S.

NOTARIZATION

STATE OF NEW JERSEY)
) ss
COUNTY OF MIDDLESEX)

On June 4 , 20/2, before me, <u>Marian Manhan</u>, Notary Public, personally appeared Richard J. Mammone, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New Secry that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Maria Monda

MARIAN MONAHAN NOTARY PUBLIC OF NEW JERSEY My Commission Exp. Jan 6, 2016

Page 3 / 3

RECORDED: 05/14/2013