## PATENT ASSIGNMENT COVER SHEET

## Electronic Version v1.1 Stylesheet Version v1.2

## EPAS ID: PAT2614891

SUBMISSION TYPE:		NEW ASSIGNMENT					
NATURE OF CONVEYANCE:			ASSIGNMENT				
CONVEYING PARTY DATA							
		N	lame	Execution Date			
NEW JERSEY ECON	OMIC DEVEL	OPME	NT AUTHORITY	11/08/2012			
RECEIVING PARTY DATA							
Name:	SERGIO ROTHSTEIN						
Street Address:	1 WEST 64TH STREET						
City:	NEW YORK						
State/Country:	NEW YORK						
Postal Code:	10023						
PROPERTY NUMBERS Total: 2							
Property Type			Number				
Patent Number: 536		53665					
Patent Number: 606		60660					
Fax Number: (212)588-0500							
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Email: SARJUNE@FLHLAW.COM							
Correspondence will be sent via US Mail when the email attempt is unsuccessful.							
Correspondent Name: FROMMER LAWRENCE & HAUG LLP   Address Line 1: 745 FIFTH AVENUE							
Address Line 4:							
ATTORNEY DOCKET NUMBER:			286762-1000				
NAME OF SUBMITTER:			FRANK J. DEROSA				
Signature:			/Frank J. DeRosa/				
Date:			11/14/2013				
				PATENT			

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# REDACIED

#### ASSIGNMENT

The NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY ("Assignor"), with offices located at 36 West State Street, P.O. Box 990, Trenton, New Jersey 08625-0990, for value received in the amount of \$98,000, plus other good and valuable consideration, does hereby assign, transfer, sell, convey and deliver to Sergio Rothstein Ph.D. at c/o Lowenstein Sandler PC 65 Livingston Avenue, Roseland, New Jersey 07068 ("Assignee"), WITHOUT REPRESENTATION, WARRANTY OR RECOURSE, all of the Assignor's right, title and interest in, to and arising under the following documents (collectively referred to as "Assignment Documents") with respect to certain loans to Urovalve, Inc. (the "Borrower"): A. With respect to a certain loan made on September 22, 2006 (the "2006 Loan"):

- 5. Security Agreement executed by Assignor and Borrower, dated September 22, 2006;
- Patent, Trademark and Copyright Security Agreement executed by Assignor and Borrower, dated September 22, 2006, and recorded with the United States Patent and Trademark recorded on July 20, 2011 as Reel/ Frame: 026664/0185;
- UCC Financing Statement No. 63293115 with Urovalue, Inc. as debtor and filed with the State of Delaware, Department of State on September 25, 2006;

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- UCC Financing Statement Amendment No. 20112424391 with Urovalue, Inc. as debtor and filed with the State of Delaware, Department of State on June 24, 2011; and
- 10. UCC Financing Statement Amendment No. 20113108696 with Urovalue, Inc. as debtor and filed with the State of Delaware, Department of State on August 11, 2011; and

B. With respect to a certain loan made on February 9, 2009 (the "2009 Loan"):

- 3. Security Agreement executed by Assignor and Borrower, dated February 9, 2009;
- Patent, Trademark and Copyright Security Agreement executed by Assignor and Borrower, dated February 9, 2009;
- UCC Financing Statement No. 20090445020 with Urovalue, Inc. as debtor and filed with the State of Delaware, Department of State on February 10, 2009; and
- UCC Financing Statement Amendment No. 20112426636 with Urovalue, Inc. as debtor and filed with the State of Delaware, Department of State on June 24, 2011; and
- C. Any and all claims, demands, and causes of action of any kind whatsoever that Assignor has or may have against any parties having obligations to Assignor under any of the Assignment Documents, the 2006 Loan, or the 2009 Loan.

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By virtue of this Assignment, Assignor gives no warranty or representation to Assignee whatsoever as to the value, enforceability or collectability of the Loan and/or the Assignment Documents or underlying rights, powers, privileges or immunities, except that Assignor hereby represents that the amount due under the Loan is not less than Assignor hereby agrees to execute and/or deliver any additional documents within its possession and/or control as may be needed to record or assign any of the Assignment Documents.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed this 8 day of November, 2012.

WITNESSED OR ATTESTED BY:

Margaret Maurio

Executive Assistant Finance & Development

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

7. Winh BY: Dár

Director Finance & Bond Management

Urovalve, Inc. P17025/ P25055

#### ACKNOWLEDGMENT

STATE OF NEW JERSEY	)	
	)	SS:
COUNTY OF MERCER	)	

I CERTIFY that on November 8, 2012, Daniel T. Weick personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) is the Director of Finance & Bond Management of the New Jersey Economic Development Authority, the maker of the attached instrument;

(b) was authorized to and did execute this instrument as Director of Finance & Bond Management of the New Jersey Economic Development Authority, the entity named in this instrument; and

(c) executed this instrument as the act of the entity named in this instrument.

Jane Burns, Legal Specialist/ Notary

November 8, 2012

## PATENT REEL: 031601 FRAME: 0475

**RECORDED: 11/14/2013**