

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2739340

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PAUL J. WEBER	03/15/2013
RECEIVING PARTY DATA	
Name:	TDM SURGITECH, INC.
Street Address:	4800 N. FEDERAL HIGHWAY
Internal Address:	SUITE D-102
City:	BOCA RATON
State/Country:	FLORIDA
Postal Code:	33431
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29424595
CORRESPONDENCE DATA	
Fax Number:	
Phone:	8019354935
Email:	kag@prwlawfirm.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	MATTHEW D. THAYNE
Address Line 1:	124 SOUTH 600 EAST
Address Line 4:	SALT LAKE CITY, UTAH 84102
ATTORNEY DOCKET NUMBER:	ECTOMESO0018
NAME OF SUBMITTER:	MATTHEW D. THAYNE
Signature:	/Matthew D. Thayne/
Date:	02/24/2014

Total Attachments: 5

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ASSIGNMENT of U.S. PATENTS & PATENT APPLICATIONS

This Agreement to Assign U.S. Patents & Patent Applications [REDACTED] (the "Agreement") is made and effective on March 15, 2013, between

Paul Joseph Weber, MD, (the "Assignor"), an individual residing between New Zealand and Japan, AND

TDM SurgiTech, Inc. (the "Assignee") a Florida corporation with offices at 4800 N. Federal Highway, Suite D-102, Boca Raton, FL 33431 USA.

WHEREAS, Assignor has invented certain new and useful inventions and Assignor holds United States patents and United States patent applications (the "Patents" and "Patent Applications" respectively) relating to these inventions, all of which are set forth in Schedule A.

WHEREAS, Assignee wishes to secure the entire right, title, and interest to the Patents and Patent Applications in the United States.

[REDACTED]

NOW, therefore, for good and valuable sufficient consideration, received the Parties agree as follows:

1. ASSIGNMENT

Assignor hereby assigns to the Assignee the entire right, title, and interest in the United States Patents and Patent Applications in Schedule A and in all United States divisionals, reissues, and continuations of any of the Patents and/or Patent Applications.

Assignor/Paul Weber retains any and all rights to any of the inventions, patents, and patent applications referenced herein in any and all countries outside of the United States, including but not limited to the entire right, title, and interest in all corresponding applications to the Patents and Patent Applications filed in countries foreign to the United States, and in all patents issuing thereon in any such foreign countries, and the right to file foreign patent applications on said inventions, wherever such right may be legally exercised outside of the United States, from any international patent applications pending or filed relating to said inventions.

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3. CONSIDERATION

In consideration for this assignment, Assignor shall receive [REDACTED] shares of Assignee's Common Stock which will be fully paid and nonassessable upon issuance and which shall comprise no less than [REDACTED] of Assignor's issued and outstanding capital stock upon issuance. Assignor understands the shares are restricted securities and subject to the Shareholders' Agreement dated November 30, 2012.

4. REPRESENTATIONS & WARRANTIES

Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power, and authority to enter into this Agreement.
- (b) Assignor is the exclusive owner of the right, title, and interest in the Patents and Patent Applications.
- (c) The Patents and Patent Applications are free from any encumbrances, including, but not limited to, liens, security interests, or licenses.
- (d) To the best of Assignor's knowledge, there are no claims, pending or threatened, with respect to Assignor's rights in the Patents or Patent Applications.
- (e) Assignor is not subject to any agreements, judgments, or orders inconsistent with the terms of this Agreement.

5. ENTIRE AGREEMENT / COUNTERPARTS

This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representation or warranties between them respecting the subject matter hereof. This Agreement may be executed and become effective with electronic signatures, via signatures scanned and electronically distributed, or via signatures sent by facsimile.

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6. AMENDMENT

This Agreement may be amended only by a writing signed by both parties.

7. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement shall remain in full force and effect. Further, such term, provision, covenant or condition shall be applied to other persons, places, and circumstances and shall remain in full force and effect. Further, a court of competition jurisdiction shall modify such term, provision, covenant, or condition in a manner that is consistent with the spirit of this Agreement.

8. AGREEMENT TO PERFORM NECESSARY ACTS

Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. GOVERNING LAW

This Agreement shall be constructed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Florida.

The parties hereto have executed this Agreement as of the date first written above.

ASSIGNOR

Paul Joseph Weber, MD

ASSIGNEE

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Schedules:

Schedule A: List of United States Patents & Patent Applications

Schedule B: [REDACTED]

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Schedule A: List of United States Patents & Patent Applications

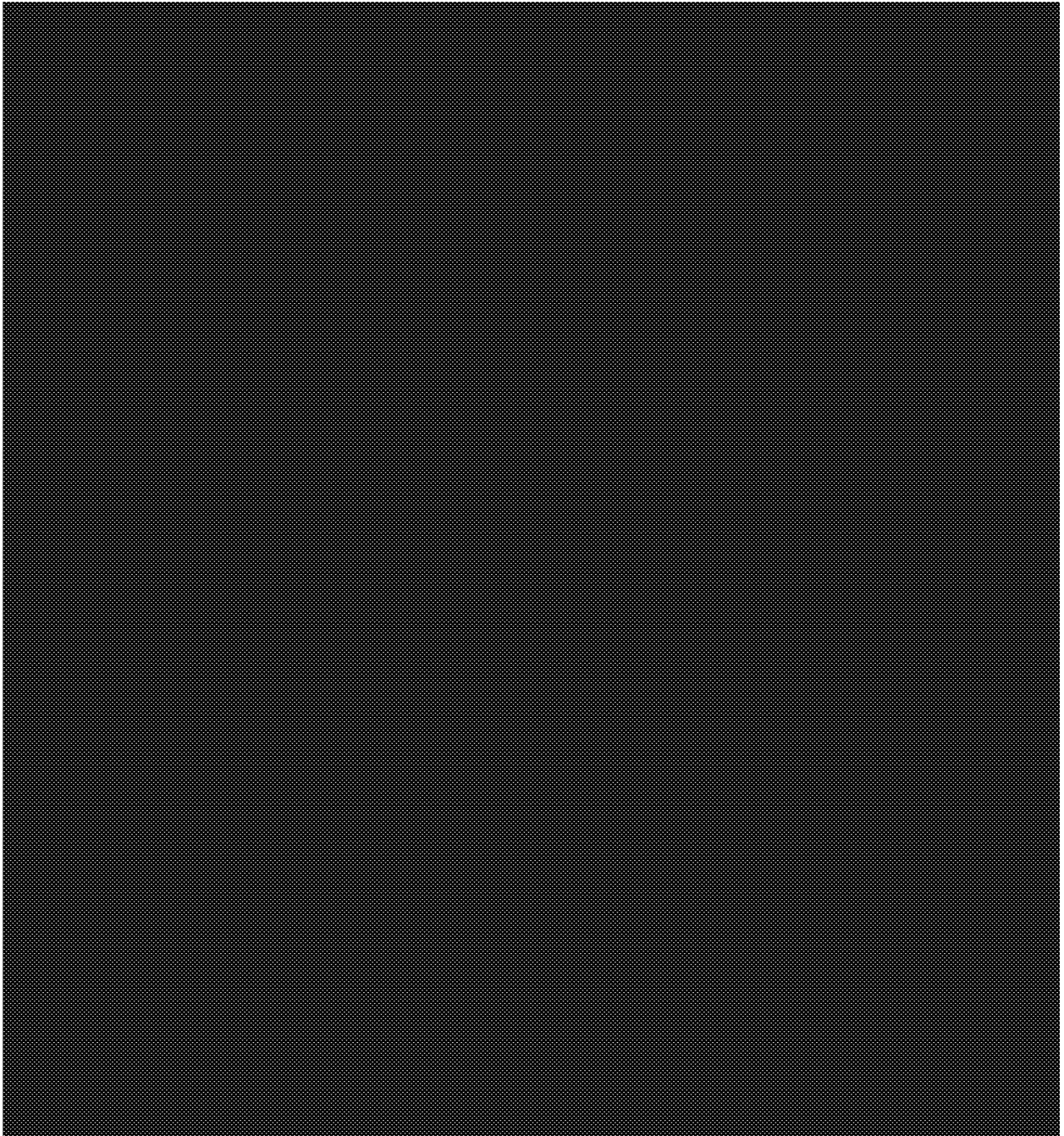
U.S. Patents & Applications						
Num.	Country	Serial No.	Filing Date	Patent No.	Grant Date	Title
1	USA	09/085,948	5/28/1998	6,203,540	3/20/2001	Ultrasound and Laser Face-Lift and Bulbous Lysing Device
2	USA	09/475,635	12/30/1999	6,440,121	8/27/2002	Surgical Device for Performing Face-Lifting Surgery using Radiofrequency Energy
3	USA	09/478,172	1/5/2000	6,432,101	8/13/2002	Surgical Device for Performing Face-Lifting Using Electromagnetic Radiation
4	USA	09/588,436	6/6/2000	6,391,023	5/21/2002	Thermal Radiation Facelift Device
5	USA	09/749,497	12/22/2000	6,974,450	12/13/2005	Face-Lifting Device
6	USA	10/903,325	7/30/2004	7,494,488	2/24/2009	Facial Tissue Strengthening and Tightening Device and Methods
7	USA	10/037,053	12/31/2001	6,699,237	3/2/2004	Tissue-Lifting Device
8	USA	10/151,770	5/21/2002	6,663,618	12/16/2003	Thermal Radiation Facelift Device
9	USA	29/424,595	6/13/2012	29/424,595	6/13/2012	Design: Surgical Dissector
10	USA	13/659,873	10/24/2012		pending	Minimally Invasive Eccrine Gland Incapacitation Apparatus and Methods
11	USA	13/661,335	10/26/2012		pending	Minimally Invasive Apocrine Gland Incapacitation Apparatus and Methods
12	USA	13/759,969	2/5/2013		pending	Systems, Apparatus and Methods for Tissue Dissection and Modification
13	USA	13/759,997	2/5/2013		pending	Apparatus, Systems, and Methods for Tissue Dissection and Modification
14	USA	13/760,042	2/5/2013		pending	Methods, Apparatus and Systems for Tissue Dissection and Modification
15	USA	13/802,731	3/14/2013		pending	Apparatus and Systems for Tissue Dissection and Modification

Schedule A

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REEL: 032282 FRAME: 0375

Schedule B:



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Schedule B

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