

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2799847

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	IMPULSE MONITORING, INC.	10/06/2011
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	SAFEOP SURGICAL, INC.	
<b>Street Address:</b>	263 TRESSER BOULEVARD	
<b>Internal Address:</b>	ONE STAMFORD PLAZA	
<b>City:</b>	STAMFORD	
<b>State/Country:</b>	CONNECTICUT	
<b>Postal Code:</b>	06901	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	13364444
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(650)856-3710	
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<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94304	
<b>ATTORNEY DOCKET NUMBER:</b>	106758-0104	
<b>NAME OF SUBMITTER:</b>	KRISTEN L. WOLFF	
<b>SIGNATURE:</b>	/Kristen L. Wolff, Reg. No. 69,081/	
<b>DATE SIGNED:</b>	04/03/2014	
<b>Total Attachments: 5</b>		
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PATENT

## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "Patent Assignment"), dated October 6, 2011, is entered into between IMPULSE MONITORING, INC., a Delaware corporation (the "Assignor") and SAFEOP SURGICAL, INC., a Delaware corporation (the "Assignee").

### BACKGROUND

Pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, by and between the Assignor and the Assignee, the Assignor has agreed to assign and convey to Assignee all of its respective right, title and interest in and to the Seller Intellectual Property, including the U.S. patent applications set forth on Schedule A attached hereto (the "Patents").

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual agreements, covenants, representations and warranties hereafter set forth and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

### PATENTS

1. The Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee, free and clear of all Encumbrances other than the Permitted Encumbrances, all of the Assignor's right, title and interest in and to the Patents, including any rights in any divisional, continuation, continuation-in-part, reexamination, or reissue thereof, the right to obtain patent or equivalent protection therein throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in the Assignee's sole name.

### FURTHER UNDERTAKINGS

2. The covenant of further assurances contained in Section 6.3 of the Purchase Agreement is hereby incorporated by reference as though restated herein, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in the Assignee's reasonable discretion, to consolidate, confirm, vest and/or record the Assignee's full and complete ownership of the Patents with the United States Patent and Trademark Office.

### GENERAL

3. Entire Agreement. This Patent Assignment and the Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Patent Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. Neither the making nor the acceptance of this Patent

Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of any Patent shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by the Assignor or the Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement including, without limitation, the representations and warranties and other provisions contained therein. In the event of any conflict between the terms and provisions of this Patent Assignment, the terms and provisions of the Purchase Agreement shall be deemed to govern and be controlling in all circumstances.

4. Binding Assignment. This Patent Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, including, without limitation, any employee or former employee of Assignor, any legal or equitable right, benefit or remedy of any nature whatsoever, including, without limitation, any rights of employment for any specified period, under or by reason of this Patent Assignment.

5. No Amendment. This Patent Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the parties hereto.

6. Governing Law. This Patent Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to contracts executed in and to be performed in that state without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Delaware.

7. Severability. If any provision of this Patent Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.


8. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement and the rules of construction set forth in Section 1.1 of the Purchase Agreement shall apply to this Agreement.

9. Counterparts; Execution by Facsimile. This Patent Assignment may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device shall be treated as though such reproductions are executed originals.

IN WITNESS WHEREOF, each of the parties have hereunto caused this Patent Assignment Agreement to be duly executed on the date first above written.

**ASSIGNOR:**

IMPULSE MONITORING, INC.

By:   
Print Name: Mark D. D'Amato  
Title: CEO

**ASSIGNEE:**

SAFEOP SURGICAL, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## SCHEDULE A

### Patents

System, Method, Apparatus, Device and Computer Program Product for Automatically Detecting Positioning Effect, International App. No.: PCT/US2010/034076, filed May 7, 2010, by Impulse Monitoring, Inc., claiming priority to U.S. Patent Application No. 12/620,384 filed November 17, 2009 and U.S. Patent Application No. 61/185,441 filed June 9, 2009.

System, Method, Apparatus, Device and Computer Program Product for Automatically Detecting Positioning Effect, U.S. Patent Application No. 12/620,384 filed November 17, 2009, by Impulse Monitoring, Inc., claiming priority to U.S. Patent Application No. 61/185,441 filed June 9, 2009.

System, Method, Apparatus, Device and Computer Program Product for Automatically Detecting Positioning Effect, U.S. Patent Application No. 61/185,441 filed June 9, 2009, by Impulse Monitoring, Inc.