

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3003713

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROBOTICS SYSTEMS & TECHNOLOGIES, INC.	05/22/2014
RECEIVING PARTY DATA	
Name:	RST AUTOMATION LLC
Street Address:	79 ALEXANDER AVE., SUITE 35-A
City:	BRONX
State/Country:	NEW YORK
Postal Code:	10454
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8567880
Patent Number:	7997847
Patent Number:	8753059
CORRESPONDENCE DATA	
Fax Number:	(617)367-2315
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	6179736100
Email:	trademarks@pbl.com
Correspondent Name:	GARY W. SMITH
Address Line 1:	800 BOYLSTON STREET
Address Line 2:	POSTERNAK BLANKSTEIN & LUND LLP
Address Line 4:	BOSTON, MASSACHUSETTS 02199
NAME OF SUBMITTER:	/GARY W SMITH/
SIGNATURE:	//Gary W Smith/
DATE SIGNED:	08/29/2014
Total Attachments: 3	
source=Patent Assignment Agreement - Executed (2)#page1.tif	
source=Patent Assignment Agreement - Executed (2)#page2.tif	
source=Patent Assignment Agreement - Executed (2)#page3.tif	

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("this Patent Assignment"), dated as of May 22, 2014, is made by **Robotics Systems & Technologies, Inc.**, a New York corporation ("Seller"), in favor of **RST Automation LLC**, a Delaware limited liability company ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement by and between Buyer and Seller, dated as of May 22, 2014 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with governmental authorities, including, but not limited to, the U.S. Patent and Trademark Office;

NOW, THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (collectively, the "Assigned Patents"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Patents are properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement are incorporated herein by this reference. The parties hereto acknowledge and agree that the terms of the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency

between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

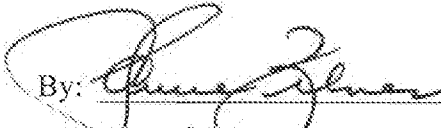
4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written.

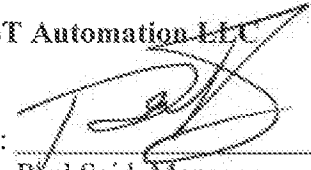
Robotics Systems & Technologies, Inc.

By: 
Name: PAUL SEID
Title: MANAGER

Address for Notices: 79 Alexander Ave.
Suite 35-A
Bronx, New York 10454

AGREED TO AND ACCEPTED:

RST Automation LLC

By: 
Paul Seid, Manager

Address for Notices: 79 Alexander Ave.
Suite 35-A
Bronx, New York 10454

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

<u>Jurisdiction</u>	<u>Title</u>	<u>Status</u>	<u>Patent No./Application Serial No.</u>	<u>Issue Date/Application Date</u>
US	Automated robotic system for handling surgical instruments	Issued	8,567,880	October 29, 2013
US	Automated robotic system for handling surgical instruments	Issued	7,997,847	August 16, 2011
US	Automated robotic system for handling surgical instruments, storage and retrieval	Pending	13/706734	December 6, 2012