

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| KHALID ALMUTAIRI | 09/23/2014 |
| RECEIVING PARTY DATA | |
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| City: | SAN DIEGO |
| State/Country: | CALIFORNIA |
| Postal Code: | 92124 |
| PROPERTY NUMBERS Total: 3 | |
| Property Type | Number |
| Application Number: | 14464629 |
| Application Number: | 14379488 |
| PCT Number: | US2013040219 |
| CORRESPONDENCE DATA | |
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| <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> | |
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| ATTORNEY DOCKET NUMBER: | 111845-WO2355 |
| NAME OF SUBMITTER: | ELEANOR MUSICK |

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|---|------------------|
| SIGNATURE: | /eleanor musick/ |
| DATE SIGNED: | 10/17/2014 |
| Total Attachments: 4 source=111845-WO2352_Assignment_to_Elux_Medical_Inc_#page1.tif source=111845-WO2352_Assignment_to_Elux_Medical_Inc_#page2.tif source=111845-WO2352_Assignment_to_Elux_Medical_Inc_#page3.tif source=111845-WO2352_Assignment_to_Elux_Medical_Inc_#page4.tif | |

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment") is made and entered into as of September 23, 2014 (the "Effective Date") by and between DR. KHALID ALMUTAIRI, with an address of 210 E. Flamingo Rd., Suite 311, Las Vegas, NV 89169 ("Assignor") and ELUX MEDICAL, INC., a Delaware corporation, with its principal office at 10601-G Tierrasanta Blvd #338, San Diego, CA 92124 ("Assignee").

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign and transfer to Assignee all of Assignor's right, title and interest in, to and under those patents and patent applications identified and set forth on Schedule A and B respectively (the "Patents").

NOW, THEREFORE, for and in consideration of One Dollar and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

Assignor does hereby sell, assign, transfer and set over to Assignee, all of Assignor's right, title and interest in and to the Patents, for the United States and for all foreign countries, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the right, title and interest in and to the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications covering the inventions assigned herein; (2) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the patent rights assigned herein, including, but not limited to, testifying as to any facts relating to the patent rights assigned herein and this Assignment; (3) in obtaining any additional patent protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment.

This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed this PATENT ASSIGNMENT as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

DocuSigned by:
Khalid Almutairi
9E75CA690857AAB
DR. KHALID ALMUTAIRI

ELUX MEDICAL, INC.

DocuSigned by:
John Lyon
9356ACBEE88445C
John R. Lyon
President

SCHEDULE A

PATENTS

| <u>Title</u> | <u>Patent No.</u> | <u>Issue Date</u> |
|--------------|-------------------|-------------------|
| N/A | | |

SCHEDULE BPATENT APPLICATIONS

| <u>Country/ Patent Org.</u> | <u>Title</u> | <u>Application No.</u> | <u>Filing Date</u> |
|---------------------------------|--|------------------------|------------------------|
| WIPO | FINE SPATIOTEMPORAL CONTROL OF THERMOLYSIS AND LIPOLYSIS USING NIR LIGHT | PCT/US2013/040219 | 5/8/13 |
| US | FINE SPATIOTEMPORAL CONTROL OF THERMOLYSIS AND LIPOLYSIS USING NIR LIGHT | 14/379,488 | 8/18/14 |
| US | FINE SPATIOTEMPORAL CONTROL OF THERMOLYSIS AND LIPOLYSIS USING NIR LIGHT | 14/464,629 | 8/20/14 |

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