#### 503454837 08/27/2015

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT	
CONVEYING PARTY DA	ATA			
		Name	Execution Date	
FRANK A. DEBERNARD	IS		08/26/2015	
NATALIE J. TUCKER			08/26/2015	
AUSTIN D. REITER			08/26/2015	
MINHAZ PALASARA			08/26/2015	
RECEIVING PARTY DA	ТА			
Name:	MELA SCIENCES, INC.			
Street Address:	50 SOUTH BUCKHOUT STREET			
Internal Address:	SUITE 1			
City:	IRVINGTON			
State/Country:	NEW YORK			
Postal Code:	10533			
PROPERTY NUMBERS Total: 1 Property Type		Number		
Application Number:	1	4837120	]	
CORRESPONDENCE D	ΑΤΑ			
Fax Number: (212)		212)732-3232		
		the e-mail address first; if that is un if that is unsuccessful, it will be ser		
		12-732-3200		
		aws@clm.com		
•		OHN M. GRIEM, JR.		
Address Line 1:		CARTER LEDYARD & MILBURN LLP		
		WALL STREET		
Address Line 4:	Ν	IEW YORK, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:		MEL17.003		
ATTORNEY DOCKET NU	MBER:			
	MBER:	JOHN M. GRIEM, JR.		
NAME OF SUBMITTER:	MBER:			
ATTORNEY DOCKET NU NAME OF SUBMITTER: SIGNATURE: DATE SIGNED:	MBER:	JOHN M. GRIEM, JR.		

## **Total Attachments: 3**

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#### ASSIGNMENT

THIS ASSIGNMENT, by Frank A. DeBernardis, Natalie J. Tucker, Austin D. Reiter and Minhaz Palasara (hereinafter referred to as Assignors), residing at 352 Hillcrest Road, Ridgewood, NJ 07450, 515 West 52<sup>nd</sup>. Street, Apt. 14M, New York, NY 10019, 255 Great Neck Road, Apt. 310, Great Neck, NY 11021, and 414 West 121<sup>st</sup>. Street, Apt. 4, New York, NY 10027, respectively;

WHEREAS, Assignors have invented certain new and useful improvements as set forth in a Patent Application for Letters Patent of the United States, entitled "THREE DIMENSIONAL TISSUE IMAGING SYSTEM AND METHOD" filed on August 27, 2015; and

WHEREAS, MELA Sciences, Inc., of 50 South Buckhout Street, Suite 1, Irvington, New York 10533, (herein referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said invention and said Patent Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignors, hereby sell, assign, transfer and set over and by these presents do sell, assign, transfer and set over, unto said Assignee, its successors, legal representatives and assigns, the entire right, title and interest for the United States and all other countries in and to said invention and the aforesaid application for Patent, all original, divisional, continuation, or substitute applications and patents applied for or granted therefore in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, including all rights under the International Convention for the Protection of Industrial Property including all rights of priority, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made;

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire

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right, title and interest in and to the said inventions and application for Letters Patent abovementioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable;

**AND** Assignors hereby request the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns;

**AND** Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made, and we hereby authorize and request our attorney, John M. Griem, Jr. of Carter Ledyard & Milburn LLP, 2 Wall Street, New York, NY 10005, to insert here in parentheses (Application number <u>14/837,120</u>, filed August 27, 2015) the filing date and application number of said application when known.

### [Signature Page to Follow]

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Dated: August 26, 2015

August 26, 2015

Dated: August 26, 2015

Dated:

Frank A. DeBernardis

Austin D. Reiter

Minhaz Palasara

7671018.1

## PATENT **REEL: 036436 FRAME: 0748**

**RECORDED: 08/27/2015**