

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3736440

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSET PURCHASE AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
DEVELOPMENT SPECIALISTS, INC., SOLELY IN ITS CAPACITY AS THE ASSIGNEE FOR THE BENEFIT OF CREDITORS OF MEDICAL DEVICE GROUP, INC., D/B/A IAPYX, INC.		02/09/2012
RECEIVING PARTY DATA		
Name:	CLIFFORD A. WRIGHT	
Street Address:	14238 VIA MICHELANGELO	
City:	SAN DIEGO	
State/Country:	CALIFORNIA	
Postal Code:	92129	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	8833556	
CORRESPONDENCE DATA		
Fax Number:	(858)314-1501	
<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:	(858) 314-1518	
Email:	mzamudio@mintz.com	
Correspondent Name:	FRED C. HERNANDEZ	
Address Line 1:	3580 CARMEL MOUNTAIN ROAD, SUITE 300	
Address Line 2:	MINTZ LEVIN	
Address Line 4:	SAN DIEGO, CALIFORNIA 92130	
ATTORNEY DOCKET NUMBER:	45068-502001US	
NAME OF SUBMITTER:	FRED C. HERNANDEZ	
SIGNATURE:	/fch/	
DATE SIGNED:	02/12/2016	
Total Attachments: 6		
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is dated as of February 9, 2012 (the "Effective Date") by and between Development Specialists, Inc, solely in its capacity as the Assignee for the Benefit of Creditors ("Seller" or "Assignee") of Medical Device Group, Inc., d/b/a Iapyx, Inc. ("Assignor"), and Clifford A. Wright, an individual ("Buyer").

In consideration of the mutual covenants contained herein, Buyer and Seller hereby agree as follows:

1. Purchase and Sale of the Patents. Buyer shall purchase and Seller shall sell all of Seller's right, title and interest in the Patents (as defined below) held by Seller, as well as all of Seller's right, title and interest in any related tooling or molds (the "Tooling"). As used herein, "Patent" means each of the following individually, and "Patents" means all of the following:

<u>US Patent</u>	<u>Product</u>	<u>Title</u>
5,752,286	Holster	Cleaning and Storage System for a Body Cavity Aspirator Instrument
7,527,058	Closed Suction Catheter	Respiratory Suction Catheter Assembly
Application 12/333,829(20090204065)	Holster & Suction Wand Kit	Suction Wand
5,720,282	Triplex Adapter	Universal Respiratory Apparatus and Method of using Same
6,766,801	Endotracheal Aerosol Tube	Intra-tracheal Aerosol Delivery System and Method of Using Same
Application (20060207597A1)	Adjustable Nasal Feed Path and Bite Block	Adjustable Bite Block for Respirator

Seller shall have no obligation to transfer any Patent or Tooling that is not legally assignable or the assignment of which would result in the breach of an existing contract.

2. Purchase Price; Payment. Buyer shall pay Seller a total of Twenty-Five Thousand Dollars (\$25,000) (the "Purchase Price") for the Patents by wire transfer of immediately available funds.

3. Assumption of Liabilities; Indemnification. Buyer hereby assumes sole responsibility for acquiring and transporting the Tooling and all risk of loss, damage or destruction resulting from fire or other casualty from and after the Closing Date. Buyer also assumes all costs related to the storage and/or warehousing of the Tooling acquired under this Agreement and agrees to indemnify Seller from and against any liability relating to the storage or warehousing of the Tooling or the Patents.

4. Government Reporting. Buyer shall assume all responsibility for reporting any taxes due and filing any required documentation with and to any governmental agency as a result of this Agreement or any transaction consummated pursuant hereto.

5. Closing; Closing Date. Upon Seller's receipt of the Purchase Price, paid by wire transfer of immediately available funds, the Patents shall be deemed transferred to Buyer (the "Closing"). The date of the Closing (the "Closing Date") shall take place on or before February 17, 2012. If the Closing has not occurred on or before February 17, 2102, Seller may terminate this Agreement and Seller shall have no further obligations hereunder.

6. Further Assurances. If, within thirty (30) days after the Closing Date, further action is necessary to carry out the purposes of this Agreement, at Buyer's request and expense, Seller shall use its commercially reasonable efforts to cause Seller, Seller's agents, or the Assignor for which Seller is the Assignee, to sign, execute, and acknowledge any and all documents and to perform such acts, as may reasonably be necessary to vest the Buyer with right, title and interest in and to the Patents and the Tooling, provided that Buyer has paid the Purchase Price. All costs related to the foregoing shall be borne by the Buyer.

7. Seller's Representations and Warranties. Seller represents and warrants only that it is the Assignee for the Benefit of Creditors as evidenced by the General Assignment for the Benefit of Creditors made on June 23, 2010 by Assignor to Assignee.

8. "As Is, Where Is" Sale; Buyer's Acknowledgment. Buyer acknowledges and agrees that the Patents and Tooling are being sold "as is, where is." Buyer hereby assumes sole responsibility for acquiring, transporting, taking title to, or possession of the Patents and Tooling and all risk of loss relating thereto. Buyer assumes all costs of maintaining and protecting the Patents and Tooling from and after the Closing Date. Buyer acknowledges that some or all of the Patents may have been licensed on an exclusive or non-exclusive basis, including the non-exclusive license of certain of the Patents to Buyer, and Buyer acknowledges that he has not relied upon any statement, representation or promise of Seller or any person or entity acting on, or purporting to act on, Seller's behalf in executing this Agreement, except as expressly stated in this Agreement. Buyer acknowledges that he has had adequate time and opportunity to consult with counsel of his choosing prior to executing this Agreement.

9. Release of Assignee and the Assignment Estate. In consideration of the transactions contemplated by this Agreement, Buyer on behalf of himself, his marital community (if any) and any and all entities owned or controlled by Buyer, as well as all employees, affiliates, partners, and agents of any of the foregoing (collectively, the "Buyer Parties"), hereby irrevocably and forever unconditionally release, acquit, and discharge Seller and the assignment estate of Assignor from, and covenant not to assert any claim or demand or commence, institute,

or cause to be commenced or instituted, any proceeding of any kind against Seller or the assignment estate of Assignor for, any and all claims, demands, causes of action, administrative charges or complaints, lawsuits, assertions, contentions, controversies, promises, judgments, liabilities, expenses, debts, defenses, or charges of whatever nature, known or unknown, suspected or unsuspected, matured or unmatured, accrued or unaccrued, that the Buyer Parties have, ever had, may have or may have had from the beginning of time to and including the Closing Date; provided, however, that the foregoing shall not constitute a release of Seller's obligations under this Agreement.

THE BUYER PARTIES ACKNOWLEDGE THAT THEY HAVE HAD THE OPPORTUNITY TO BE ADVISED BY LEGAL COUNSEL AND ARE FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

THE BUYER PARTIES, BEING AWARE OF SUCH CODE SECTION, HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

10. Confidentiality. Buyer and Seller agree to keep the material and financial terms of this Agreement in confidence and to maintain the confidence of the material and financial terms of this Agreement prior to and after the Closing Date, unless the disclosing party obtains the prior written consent of the other party or the disclosing party becomes legally obligated to do so.

11. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by, and construed in accordance with, in all respects, the internal laws of the State of California, without regard to the place of execution and/or delivery and the conflicts of laws principles of such state. The parties agree to submit to personal jurisdiction and venue in the state and federal courts located in the City and County of Los Angeles, California, in any dispute, claim or suit involving this Agreement or the Patents.

12. Notices. All notices shall be given in writing to each party at the addresses set forth below, and each party shall be responsible for advising the other party of any change in address:

Seller:

Development Specialists, Inc., solely in its capacity as the
Assignee for the Benefit of Creditors of Medical Device
Group, Inc., d/b/a Iapyx, Inc.
ATTN: Geoffrey L. Berman
333 South Grand Avenue, Suite 2010

Los Angeles, CA 90071-1524
Fax: 213-617-2718
Email: gberman@dsi.com

With a copy to:

Latham & Watkins LLP
ATTN: Ted A. Dillman, Esq.
355 S. Grand Ave
Los Angeles, CA 90071-1560
Fax: 213-891-8763
Email: ted.dillman@lw.com

Buyer:

Clifford A. Wright
14238 Via Michelangelo
San Diego, CA 92129
Phone: 858-518-2390
Fax:
Email: bosscoeliff@yahoo.com

13. Counterparts. This Agreement may be executed in one or more counterparts and delivered by facsimile or email, which, when fully executed, shall constitute a single original.

14. Severability. In the event that any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect.

15. Successors and Assigns. All of the terms of this Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and assigns.

16. No Third Party Beneficiaries. This Agreement is not intended by the parties to confer any rights upon any person or entity other than the parties hereto, and no party shall be deemed a third party beneficiary of this Agreement.

17. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, written and oral, among the parties with respect to the subject matter hereof.

(Signature Pages Follows)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the Effective Date.

SELLER

Development Specialists, Inc., solely in its capacity as the Assignee for the Benefit of Creditors of Medical Device Group, Inc., d/b/a Iapyx, Inc.

By: Geoffrey L. Berman
Name: Geoffrey L. Berman
Title: Vice President

BUYER

Clifford A. Wright, an individual

By: _____
Name: Clifford A. Wright

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the Effective Date.

SELLER

Development Specialists, Inc., solely in its capacity as the Assignee for the Benefit of Creditors of Medical Device Group, Inc., d/b/a Iapyx, Inc.

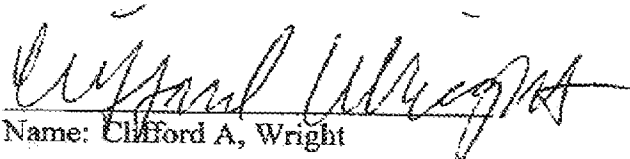
By: _____

Name: Geoffrey L. Berman
Title: Vice President

BUYER

Clifford A. Wright, an individual

By: _____


Name: Clifford A. Wright