

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3835232

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ZETROZ, INC.	01/29/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ZETROZ SYSTEMS LLC
<b>Street Address:</b>	56 QUARRY ROAD
<b>City:</b>	TRUMBULL
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06611
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14900000
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(585)486-7083
<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>	
<b>Phone:</b>	585-545-4249
<b>Email:</b>	andrew.gonsalves@fisherbroyles.com
<b>Correspondent Name:</b>	ANDREW K. GONSALVES, ESQ.
<b>Address Line 1:</b>	510 CLINTON SQUARE
<b>Address Line 2:</b>	FISHER BROYLES, LLP
<b>Address Line 4:</b>	ROCHESTER, NEW YORK 14604
<b>ATTORNEY DOCKET NUMBER:</b>	6381.P006U3
<b>NAME OF SUBMITTER:</b>	ANDREW K. GONSALVES
<b>SIGNATURE:</b>	/Andrew K. Gonsalves/
<b>DATE SIGNED:</b>	04/18/2016
<b>Total Attachments: 9</b>	
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## ASSIGNMENT OF PATENTS

**WHEREAS**, ZetrOZ, Inc., a Delaware corporation (formerly known as ZetrOZ LLC) (“Debtor”), with its principal place of business located at 56 Quarry Road, Trumbull, CT 06611, is the owner of the entire right, title and interest in and to the Patents and Patent Applications (as defined below);

**WHEREAS**, Debtor is indebted to Horizon Credit II LLC, a Delaware limited liability company (“Lender”), which holds duly perfected security interests in substantially all of Debtor’s personal property, including the Patents and Patent Applications;

**WHEREAS**, Debtor was formerly indebted to Horizon Technology Finance Corporation, a Delaware corporation (“Former Lender”), which has transferred and assigned to Lender all of its duly perfected security interests in Debtor’s personal property, including any security interests granted pursuant to the Grant of Security Interest – Patents, dated as of September 30, 2014, relating to certain of the Patents and Patent Applications;

**WHEREAS**, Debtor is in default of its obligations to Lender pursuant to the terms of a Venture Loan and Security Agreement, dated as of September 30, 2014, as amended by the (i) First Amendment of Venture Loan and Security Agreement, dated as of November 5, 2014, and (ii) Second Amendment of Venture Loan and Security Agreement, dated as of September 29, 2015, (as amended, restated, supplemented, and/or modified from time to time, the “Loan Agreement”);

**WHEREAS**, Lender (i) exercised its remedies under the Loan Documents (as defined in the Loan Agreement) and applicable law, including the Uniform Commercial Code as presently enacted in the State of Connecticut (including, to the extent applicable to the transactions contemplated herein, the Uniform Commercial Code as enacted in any other state, the “Code”; terms used herein and defined in Section 42a-9-101 of the Code shall have the meanings ascribed to such terms therein); (ii) on January 26, 2016, conducted a public foreclosure sale with a final sealed bid (the “Foreclosure Sale”) of Debtor’s Patents and Patent Applications and certain other assets under Sections 42a-9-610, 42a-9-617 and other applicable sections of the Code; and (iii) determined that the offer by ZetrOZ Systems LLC, a Connecticut limited liability company, having a principal place of business at 158 Pinewood Trail, Trumbull, CT 06611 (“Purchaser”) was the highest and best offer received;

**WHEREAS**, contemporaneously herewith, by and pursuant to that certain Secured Party Bill of Sale and Transfer Statement, dated as of even date herewith, by and among Debtor, Lender and Purchaser (the “Bill of Sale”) and as acknowledged by Former Lender by and pursuant to the letter, dated as of even date herewith and attached to the Bill of Sale as Exhibit B, Lender has sold the Transferred Assets (as defined in the Bill of Sale) (which Transferred Assets exclude cash and deposit accounts) by the Foreclosure Sale to Purchaser;

**WHEREAS**, capitalized terms used but not defined herein shall have meanings given them in the Bill of Sale.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, including the purchase price paid by Purchaser, the receipt and sufficiency of which is hereby acknowledged, Lender, through the Foreclosure Sale, Former Lender, and Debtor do hereby sell, assign, transfer and set over unto Purchaser, its successors and assigns, Debtor's, Lender's, and Former Lender's entire right, title and interest in and to all patents, patent applications, and related inventions of Debtor, including without limitation those listed on Schedule A hereto, and any continuation, divisional, continuations-in-part, reissues, extensions, re-examinations or substitutions relating thereto, and any foreign applications based in whole thereon or claiming the benefit thereof; and any United States or foreign patents issued on any of the foregoing; all file histories and physical and electronic documentation, including, without limitation, all invention disclosures, prosecution papers, notes, drawings, reports, flow charts, instructions, manuals, notebooks and memoranda, that directly relate to such patents or patent applications (the foregoing, collectively, the "Patents and Patent Applications"), the same to be held and enjoyed by Purchaser for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Debtor, Former Lender, and Lender, if this assignment and sale had not been made; together with all rights, credits, judgments, choses in action, rights of set-off and any and all other claims of every type and nature of, for or arising from or relating to past, present or future infringement or claims for royalties, and any and all other rights to enforce or protect any rights constituting or relating to any of the Patents and Patent Applications, claims for damages by reason of past, present or future infringement of said patents or for past, present or future royalties or other compensation for such use, with the right to sue for such damages, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives;

**AND**, Lender and Former Lender do hereby authorize and request competent authorities to issue any Letters Patent as shall be granted upon said patent applications to Purchaser and its successors and assigns.

The Transferred Assets are being sold "as is and where is" and Lender, Former Lender, and Debtor make no, and hereby disclaim any, representation or warranty to Purchaser with respect to the Transferred Assets or the transactions contemplated hereby, including without limitation any warranty of merchantability or fitness for a particular purpose, and there is no warranty relating to title, possession, quiet enjoyment, or the like in this disposition. Without limiting the generality of the foregoing, Lender, Former Lender, and Debtor make no representation or warranty, express or implied, as to the validity or utility of the Transferred Assets, title to the Transferred Assets, whether the sale will be free and clear of liens and security interests (other than the security interests of Lender and Former Lender), the status of any issued patents or registered trademarks or any applications for patents or trademarks, whether transfer documentation executed by Lender, Former Lender, and Debtor is sufficient to transfer title to Intellectual Property registered in foreign jurisdictions, whether the Intellectual Property or any use thereof infringes on the rights of others, whether any intent-to-use trademark applications are assignable, or whether any license agreements and other contracts are assignable. Further, there is no warranty as to the existence, location or condition of any tangible assets constituting Transferred Assets.

IN WITNESS WHEREOF, Lender has caused this instrument to be executed by its duly authorized officer this 1st day of February, 2016.

LENDER: HORIZON CREDIT II LLC

By: *Robert D. Pomeroy, Jr.*  
Name: Robert D. Pomeroy, Jr.  
Title: Chief Executive Officer

State of Connecticut )  
County of Hartford ) ss Farmington

On this 1st day of February, 2016, before me appeared Robert D. Pomeroy, Jr. to me personally known who, being duly sworn, did depose and say that he is the Chief Executive Officer of HORIZON CREDIT II LLC, a Delaware limited liability company, which is named in and which executed the foregoing instrument; and that said instrument was signed on behalf of said corporate entity; and said Robert D. Pomeroy, Jr. acknowledged said instrument to be the free and authorized act and deed of each of said corporate entity.

*J. C. Bambara*  
Notary Public John C. Bambara  
~~My Commission Expires:~~ Commissioner of the Superior Court  
of the State of Connecticut

[Signature Page to Assignment of Patents]

IN WITNESS WHEREOF, Former Lender has caused this instrument to be executed by its duly authorized officer this 1st day of February, 2016.

FORMER LENDER: HORIZON TECHNOLOGY FINANCE CORPORATION

By: *Robert D. Pomeroy, Jr.*  
Name: Robert D. Pomeroy, Jr.  
Title: Chief Executive Officer

State of *Connecticut* )  
County of *Hartford* ) ss *Farmington*

On this 1st day of February, 2016, before me appeared Robert D. Pomeroy, Jr. to me personally known who, being duly sworn, did depose and say that he is the Chief Executive Officer of HORIZON TECHNOLOGY FINANCE CORPORATION, a Delaware corporation, which is named in and which executed the foregoing instrument; and that said instrument was signed on behalf of said corporate entity; and said Robert D. Pomeroy, Jr. acknowledged said instrument to be the free and authorized act and deed of each of said corporate entity.

*[Signature]*  
Notary Public *John C. Bombara*  
~~My Commission Expires:~~ *Commissioner of the Superior Court of the State of Connecticut*

[Signature Page to Assignment of Patents]

IN WITNESS WHEREOF, Purchaser has caused this instrument to be executed by its duly authorized officer this 1st day of FEBRUARY, 2016.

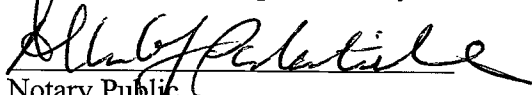
PURCHASER: ZETROZ SYSTEMS LLC

By:

  
Name: George K. Lewis, Jr.  
Title: Principal

State of Connecticut )  
County of Fairfield ) ss Trumbull

On this 1 day of February, 2016, before me appeared George K. Lewis, Jr., to me personally known who, being duly sworn, did depose and say that he is the Principal of ZETROZ SYSTEMS LLC, a Connecticut limited liability company, which is named in and which executed the foregoing instrument; and that said instrument was signed on behalf of said corporate entity; and said George K. Lewis, Jr. acknowledged said instrument to be the free and authorized act and deed of each of said corporate entity.

  
Notary Public  
My Commission Expires: 10-31-2018

**ALBERT J. PALATIELLO, JR.**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES OCT. 31, 2018

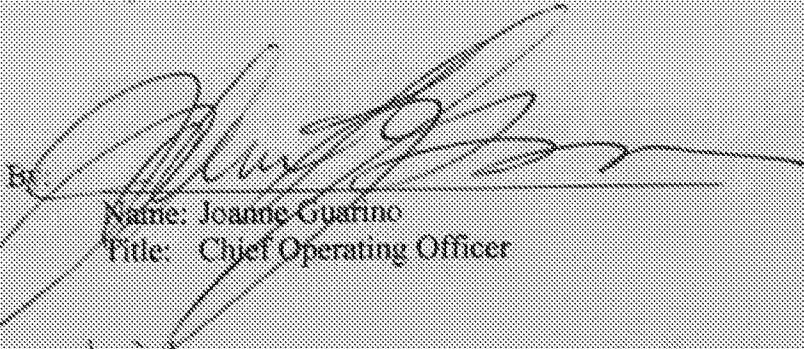
[Signature Page to Assignment of Patents]

**PATENT**  
**REEL: 038310 FRAME: 0045**

The undersigned hereby acknowledges and consents and agrees to the assignment and conveyance of the Patents and Patent Applications pursuant to this Assignment of Patents.


IN WITNESS WHEREOF, Debtor has caused this instrument to be executed by its duly authorized officer this 25 day of January, 2016.

DEBTOR: ZETROZ, INC.

  
By \_\_\_\_\_  
Name: Joanne Guarino  
Title: Chief Operating Officer

State of Connecticut )  
County of Fairfield ) ss T. J. Tumbull

On this 25 day of January, 2016 before me appeared Joanne Guarino, to me personally known who, being duly sworn, did depose and say that she is the Chief Operating Officer of ZETROZ, INC., the Delaware corporation named in and which executed the foregoing instrument; and that said instrument was signed on behalf of said Delaware corporation; and said Joanne Guarino acknowledged said instrument to be the free and authorized act and deed of said Delaware corporation.

  
Notary Public  
My Commission Expires: 10-31-2018

ALBERT J. PALATIELLO, JR.  
NOTARY PUBLIC  
MY COMMISSION EXPIRES OCT. 31, 2018



**SCHEDULE A**

**PATENTS AND PATENT APPLICATIONS**

Title	Application No.	Filing Date	Patent No.	Issue Date
Ultrasound Applicator	29/482,238	2/16/2014	D732,672	6/23/15
Ultrasound Controller	29/482,239	2/16/2014	D732,673	6/23/15
Coupling Adapter	29/482,241	2/16/2014	D730,833	6/02/15
Ultrasound Coupling Bandage	29/482,242	2/16/2014	D746,993	1/05/16
Ultrasound Applicator Coupling Bandage Assembly	29/482,283	2/17/2014	D746,994	1/05/16
Coupling Adapter Base	29/482,387	2/18/2014	D737,206	8/25/15
Ultrasound Wave Generating Apparatus	13/003,201	2/24/2011	9,024,507	5/05/2015
Ultrasound Wave Generating Apparatus	200980135529	7/10/2009	CN 102149429	
Ultrasound Wave Generating Apparatus	9795258.4	7/10/2008		
Hydrogel Ultrasound Coupling Device	13/805,165	2/20/2013		
Hydrogel Ultrasound Coupling Device	11798978	6/24/2011	EP2584972	
Low-Profile Ultrasound Transducer	13/519,954	6/29/2012		
Low-Profile Ultrasound Transducer	201180010790.6	1/3/2011	CN 102907117	
Low-Profile Ultrasound Transducer	1172855	3/1/2011	EP2520101	
Limited Use Ultrasonic Coupling Device	14/631,777	2/25/2015		
Limited Use Ultrasonic Coupling Device	PCT/US2015/017596 (Pub. No. WO2015130841)	2/25/2015		
Limited Use Ultrasonic Coupling Device	EP15755768	2/25/2015		
Portable Ultrasound System	13/519,951	6/29/2012	9,199,096	12/01/2015
Portable Ultrasound System	61/291,732	12/31/2009		
Portable Ultrasound System	61/291,779	12/31/2009		
Portable Ultrasound System	61/291,804	12/31/2009		
Portable Ultrasound System	13/519951	6/29/2012		
Portable Ultrasound System	PCT/US2011/020061 (Pub. No. WO2011082407)	1/3/2011		
Portable Ultrasound System	201180010818.6	1/3/2011	CN1030969 76	

Title	Application No.	Filing Date	Patent No.	Issue Date
Portable Ultrasound System	11728554	1/3/2011	EP2519323-A2	
Portable Ultrasound System	11728550	1/3/2011	EP2519322	
Portable Ultrasound System	EP11728554	1/3/2011		
Ultrasound Coupling Device	61/291,732	12/31/2009		
Ultrasound Coupling Device	61/291,779	12/31/2009		
Ultrasound Coupling Device	61/291,804	12/31/2009		
Ultrasound Coupling Device	PCT/US2011/020052 (Pub. No. WO/2011/082402)	01/03/2011		
Ultrasound Coupling Device	EP11728550	1/3/2011		
Ultrasound Coupling Device	11728550	1/3/2011	EP2519322	
Ultrasound Coupling Device	13/519953	1/3/2011		
Low-Profile Ultrasound Transducer	61/291,732	12/31/2009		
Low-Profile Ultrasound Transducer	61/291,779	12/31/2009		
Low-Profile Ultrasound Transducer	61/291,804	12/31/2009		
Low-Profile Ultrasound Transducer	PCT/US2011/020062 (Pub. No. WO/2011/082408)	1/3/2011		
Low-Profile Ultrasound Transducer	EP11728555	1/3/2011		
Hyrogel Ultrasound Coupling Device	61/358,336	6/24/2010		
Hyrogel Ultrasound Coupling Device	PCT/US2011/041787 (Pub. No. WO/2011/163570)	6/24/2011		
Hyrogel Ultrasound Coupling Device	EP11798978	6/24/2011		
Low-Profile, Low-Frequency, and Low-Impedance Broadband Ultrasound Transducer and Methods	61/838,768	06/24/2013		
Low-Profile, Low-Frequency, and Low-Impedance Broadband Ultrasound Transducer and Methods Thereof	PCT/US2014/043951 (Pub. No. WO/2014/210063)	6/24/2014		

Title	Application No.	Filing Date	Patent No.	Issue Date
Low-Profile, Low-Frequency, and Low-Impedance Broadband Ultrasound Transducer and Methods Thereof	EP14818724	6/24/2014		
Wearable Ultrasound Device	61/638,773	6/24/2013		
Wearable Ultrasound Device	61/638,811	6/24/2013		
Wearable Ultrasound Device	PCT/US2014/043953 (Pub. No. WO/2014/210065)	6/24/2014		
Wearable Ultrasound Device	EP14818371	6/24/2014		
Breakaway Ultrasound Coupling Device	61/944,525	2/15/2014		