

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3915787

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	LICENSE	
CONVEYING PARTY DATA		
	Name	Execution Date
	CONTOURMED	06/13/2016
RECEIVING PARTY DATA		
Name:	AMERICAN BREAST CARE LP	
Street Address:	2150 NEWMARKET PARKWAY	
Internal Address:	SUITE 112	
City:	MARIETTA	
State/Country:	GEORGIA	
Postal Code:	30067	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7058439
CORRESPONDENCE DATA		
Fax Number:	(678)609-1483	
<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:	678-919-1075	
Email:	bwb@bockpatent.com	
Correspondent Name:	BRYAN BOCKHOP	
Address Line 1:	2375 MOSSY BRANCH DR	
Address Line 4:	SNELLVILLE, GEORGIA 30078	
ATTORNEY DOCKET NUMBER:	A007.G007	
NAME OF SUBMITTER:	BRYAN W. BOCKHOP	
SIGNATURE:	/Bryan Bockhop/	
DATE SIGNED:	06/13/2016	
Total Attachments: 5		
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CONFIDENTIAL SETTLEMENT AGREEMENT

This confidential settlement agreement ("Agreement") is entered into as of this 13th day of June, 2016 (the "Effective Date"), by and between ContourMed, a Delaware corporation, having its principal place of business at 2217 Cottondale Lane, Suite A, Little Rock, Arkansas 72202 ("ContourMed") and American Breast Care, L.P., a Georgia limited partnership, having its principal place of business at 2150 New Market Parkway Southeast, Suite 112, Marietta, Georgia 30067 ("ABC").

WHEREAS, ContourMed and ABC have disagreed over the validity, enforceability, and scope of U.S. Patent No. 7,058,439 ("the '439 Patent"), as evidenced by the ongoing litigation between the Parties currently pending in the Southern District of Texas, *ContourMed, Inc. v. American Breast Care L.P.*, Case No. 4:15-cv-02769;

WHEREAS, ContourMed and ABC are desirous of settling – fully and finally – all claims between them, without the necessity of further proceedings or litigation;

WHEREAS, ContourMed and ABC have reached through negotiation a compromise of all claims and counterclaims that could have been asserted in the ongoing litigation or another civil action relating to the '439 Patent;

NOW THEREFORE, in consideration of the mutual release of claims set forth herein, the promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ContourMed and ABC, intending to be legally bound, HEREBY AGREE AS FOLLOWS:

1. **Recitals.** The foregoing recitals are true and correct.

REDACTED

3. **License to ABC.** ContourMed hereby grants ABC a perpetual, irrevocable, paid-up, world-wide, non-exclusive license to practice the '439 Patent, including the right to make, have made, use, sell, offer to sell, and import any product or method claimed in or that would infringe any claim in the '439 Patent, either on a standalone basis or in combination with third party products. ContourMed shall promptly terminate its pending litigation against ABC regarding the '439 Patent. ContourMed hereby warrants that it is the sole assignee of the '439 Patent and that the '439 Patent is free of any third-party security interest that would limit the rights granted under this license.

REDACTED

REDACTED

REDACTED

18. **Geographic Scope.** The geographic scope of this Agreement, including the releases and licenses herein, is worldwide.
19. **Legal Counsel.** Each Party represents that before the execution of this Agreement, such Party had the benefit of legal counsel of such Party's selection, and that such Party executed this Agreement only after consulting with such legal counsel. The Parties agree to and shall assume their own respective costs, expenses, and attorneys' fees incurred in connection with this Agreement.
20. **Construction.** The Parties hereby expressly agree that this Agreement shall not be construed against any Party on the ground that such Party was responsible for the preparation of this Agreement, or on any related ground. The language of this Agreement shall be construed as a whole and according to its fair meaning. The headings in this Agreement are for convenience and are not intended to affect construction or interpretation. All terms contained herein shall be construed as singular, plural, masculine, feminine, or neuter, as context requires.
21. **Counterparts.** This Agreement may be executed in any number of duplicate counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
22. **Full Integration.** This Agreement is an integration that contains the entire understanding between the Parties regarding the matters addressed herein and may not be amended, extended or otherwise modified except by written agreement of all the Parties. Except as set forth herein, no representation, warranty, or promise has been made or relied upon by any of the Parties in executing this Agreement. This Agreement shall prevail over all prior communications between and among the Parties or their representatives regarding the matters addressed herein.
23. **Severability.** Should any provision of this Agreement be determined to be void, invalid, unenforceable, or against public policy, such provision may be narrowed in time or scope in order to give effect to such provision. If such alteration is not possible, such provision shall be severed from this Agreement and the balance of this Agreement shall remain in full force and effect, so long as the original intent of this Agreement remains substantially intact.
24. **Jurisdiction.** Each Party consents to the sole jurisdiction of the courts of the State of Arkansas or the United States District Court for Arkansas, and the terms and provisions of this Agreement shall be governed by the laws of the State of Arkansas.
25. **Further Assurances.** Each of the Parties shall execute, acknowledge, and deliver any other instruments and documents to the other Party and shall take any further action

consistent with the terms of this Agreement as may be reasonably required to effect the specified intent and purpose of this Agreement.

26. **Notices.** Any notice required hereunder shall be sent via U.S. mail with delivery confirmation or by a nationally recognized overnight mail service, to the attention of the following representatives of the Parties. Notice is effective upon receipt. The name and/or address of a Party's representative may be changed at any time upon written notice to the other Party.

ContourMed:

ABC:

ContourMed, Inc.
Attn: Barry Corkern
2217 Cottdale Lane
Suite A
Little Rock, Arkansas 72202

American Breast Care, LP
Attn: Jay Markowitz
2150 Newmarket Parkway
Suite 112
Marietta, Georgia 30067

* * *

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date set forth below.

ContourMed

By: Barry M. Corkern, CFP®, AIFA®
Barry M. Corkern
Chief Executive Officer

Digitaly signed by Barry M. Corkern - CFP®
AIFA®
DN: cn=Barry M. Corkern, c=US, o=Barry M. Corkern & Co., ou, email=barry@barrymccorkern.com, ou=US
Date: 2016.06.13 15:09:16 -0700

Date: June 13, 2016

ABC

By: Jay Markowitz
Jay Markowitz
Co-Chief Executive Officer

Date: 6-13-16