

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EyeTel Imaging, Inc.		12/26/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NeuroMetrix, Inc.		
Street Address:	62 Fourth Avenue		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2773254	DIGISCOPE	
Registration Number:	2783843	EYETEL IMAGING	
CORRESPONDENCE DATA			
Fax Number:	(617)523-1231		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6175701255		
Email:	rcrawford@goodwinprocter.com, tadmin@goodwinprocter.com		
Correspondent Name:	Robert M. Crawford		
Address Line 1:	53 State Street		
Address Line 2:	Goodwin Procter LLP		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	104029-178393		
NAME OF SUBMITTER:	Robert M. Crawford		
Signature:	/Robert M Crawford/		

CH \$65.00 2773254

Date:

01/03/2008

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 26th day of December, 2007, by and between EyeTel Imaging, Inc., a Delaware corporation (the "Company"), and NeuroMetrix, Inc., a Delaware corporation ("Buyer").

WHEREAS, Buyer, Company and EyeTel Reading Center, LLC, a Maryland limited liability company, have entered into that certain Asset Purchase Agreement dated December 26, 2007 (the "Purchase Agreement"), pursuant to which Buyer is acquiring substantially all of the assets of the Company, including the trademarks, service marks and trade names identified in the attached Schedule A (the "Marks").

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Company does hereby sell, assign, convey and transfer unto said Buyer, its successors, assigns, and legal representatives, Company's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by said Buyer, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Buyer's sole use and enjoyment.

Company further authorizes the Director of the United States Patent & Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Buyer, its successors, legal representatives and assigns in accordance with the terms of this instrument. To the extent necessary to complete such registrations, Buyer is hereby authorized to record this Assignment with the United States Patent & Trademark Office and any similar office of any country or countries foreign to the United States.

The Company hereby further assigns, transfers and conveys to the Buyer any and all claims that Company may hold for damages for reason of past, present or future infringement of the Marks.

To the extent Company retains any right, title or interest in or to the Marks that cannot be assigned to Buyer pursuant to this Assignment, then Company hereby agrees to waive for all time any claims that Company may have concerning the Marks. Company shall make no further use of the Marks for its own benefit or the benefit of another, nor shall Company challenge Buyer's use of the Marks after the date of this Assignment.

No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both Company and Buyer, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws principles. This Assignment may be executed in counterparts.


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Trademark Assignment

TRADEMARK
REEL: 003688 FRAME: 0456

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Agreement to be executed by its respective officer thereunto duly authorized, all as of the day and year first above written.

EYETEL IMAGING, INC.

By: 
Name: John C. Garbarino
Title: President and Chief Executive Officer

NEUROMETRIX, INC.

By: _____
Name:
Title:

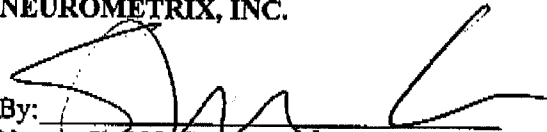
Signature page to Trademark Assignment

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Agreement to be executed by its respective officer thereunto duly authorized, all as of the day and year first above written.

EYETEL IMAGING, INC.

By: _____
Name:
Title:

NEUROMETRIX, INC.

By: 
Name: ~~Shah N. Gozani, M.D., Ph.D.~~
Title: Chief Executive Officer and
President

Signature page to Trademark Assignment

SCHEDULE A

TRADEMARK REGISTRATION OR APPLICATION NUMBER	TRADEMARKS	COUNTRY
2,773,254	DIGISCOPE	US
2,783,843	EYETEL IMAGING	US