

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NDI Medical, Inc.		04/15/2008	CORPORATION: OHIO

**RECEIVING PARTY DATA**

<b>Name:</b>	NDI Medical, LLC
<b>Street Address:</b>	22901 Millcreek Boulevard, Suite 110
<b>City:</b>	Cleveland
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44122
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: OHIO

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3254182	CHECKPOINT
Registration Number:	3178728	MICROPULSE
Serial Number:	78581528	NEUROPILL
Serial Number:	78618710	NDI
Serial Number:	78959618	MEDSTIM
Serial Number:	78965039	NDI
Serial Number:	77118064	PERMASLING

**CORRESPONDENCE DATA**

Fax Number: (262)783-1211  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 262 783-1300  
 Email: rkmip@rkmiplaw.com  
 Correspondent Name: Thomas J. Krumenacher  
 Address Line 1: Ryan Kromholz & Manion, S.C.  
 Address Line 2: P O Box 26618

OP \$190.00 3254182

Address Line 4: Milwaukee, WISCONSIN 53226-0618

ATTORNEY DOCKET NUMBER: 9469 - TM ASSIGN

NAME OF SUBMITTER: Thomas J. Krumenacher

Signature: /Thomas J. Krumenacher/

Date: 04/17/2008

**Total Attachments: 3**  
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ASSIGNMENT

NDI Medical, Inc., of 22901 Millcreek Boulevard, Suite 110, Cleveland, OH, United States, 44122, (hereinafter "Assignor") a State of Ohio corporation, being the owner of the trademarks as described in Exhibit A, attached hereto and incorporated by reference herein;

In consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged;

Effective as of April 15, 2008, immediately prior to the closing of the transaction contemplated by the Stock Purchase Agreement (defined below), Assignor hereby sells, assigns, and transfers to NDI Medical, LLC, 22901 Millcreek Boulevard, Suite 110, Cleveland, OH, United States, 44122, (hereinafter Assignee) its successors and assigns, the entire right, title and interest in and to the said trademarks and the registrations thereof, together with the goodwill of the business connected with the use of, and symbolized by, said marks, and all rights to damages and other remedies for past infringement of each identified trademark.

This Assignment, including the terms and conditions contained within this Assignment, represents the complete and total agreement between the parties with regard to the assignment of said trademark(s). Any and all previous discussions or understandings with regard to said trademark(s), whether written or oral, are of no effect. This Assignment is to be interpreted according to the laws of the State of Wisconsin.

In the event of any conflict between the terms hereof and the terms of the Stock Purchase Agreement dated April 11, 2008, by and among NDI Medical, Inc., NDI Medical, LLC and Medtronic, Inc. (the "Stock Purchase Agreement"), the terms of the Stock Purchase Agreement shall control.

The undersigned, Geoffrey B. Thrope, declares: that he is the President of assignor corporation and is authorized to execute this Assignment on behalf of said corporation.

Witness the hand and seal of said Assignor this 15<sup>th</sup> day of April, 2008.

NDI Medical, Inc.

By: Geoffrey B. Thrope  
Geoffrey B. Thrope  
President

STATE OF OHIO )  
 ) SS  
COUNTY OF CUYAHOGA )

Personally came before me this 15<sup>th</sup> day of April, 2008, the above named Geoffrey B. Thrope, the President of NDI Medical, Inc., to me known to be the person who executed the foregoing Assignment, and acknowledged that he executed the foregoing Assignment as such officer as the free act and deed of said corporation, and by its authority.

[SEAL]

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Judith M. Greener  
Notary Public

My Commission expires: NOVEMBER 12, 2011

**POWER OF ATTORNEY**

Assignee hereby appoints Attorneys Daniel D. Ryan, Reg. No. 29,243; Joseph A. Kromholz, Reg. No. 34,204; John M. Manion, Reg. No. 38,957; Laura A. Dable, Reg. No. 46,436; Daniel R. Johnson, Reg. No. 46,204; Patrick J. Fleis, Reg. No. 55,185; Melissa S. Hockersmith, Reg. No. 56,960; Thomas J. Krumenacher, Reg. No. 56,736 and Garek K. Galster, Reg. No. 59,643; RYAN KROMHOLZ & MANION, S.C., P. O. Box 26618, Milwaukee, Wisconsin 53226 phone (262) 783-1300, members of the Bar of the State of Wisconsin, as its domestic representatives and attorneys until this appointment is cancelled or replaced, to prosecute this application to register, to transact all business in the Patent and Trademark Office in connection therewith before and after registration, to receive certificates of registration and renewal, and to receive service of process, and directs that all communications in this application be addressed to said attorneys.

**ACCEPTANCE**

This assignment is hereby accepted and I appoint the above attorneys to act in each said matter. The undersigned, Geoffrey B. Thrope, declares: that he is the President of assignee limited liability company and is authorized to execute this Acceptance and Power of Attorney on behalf of said limited liability company.

Witness the hand and seal of said Assignee this 15<sup>th</sup> day of April, 2008.

NDI Medical, LLC

By: *Geoffrey B. Thrope*  
Geoffrey B. Thrope  
President

STATE OF OHIO )  
 ) SS  
COUNTY OF CUYAHOGA )

Personally came before me this 15<sup>th</sup> day of April, 2008, the above named Geoffrey B. Thrope, the President of NDI Medical, LLC, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the foregoing instrument as such officer as the free act and deed of said limited liability company, and by its authority.

[SEAL]

*Jacqueline Steiner*  
Notary Public  
My Commission expires NOVEMBER 12, 2011



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**EXHIBIT A**  
**NDI MEDICAL, INC**  
**INTELLECTUAL PROPERTY (Trademarks)**

DOCKET #	DESCRIPTION	SERIAL #	TITLE	STATUS
9469.18815	Trademark	78/581,535	CHECKPOINT	Issued 3,254,182
9469.18816	Trademark	78/581,524	MICROPULSE	Issued 3,178,728
9469.18817	Trademark	78/581,528	NEUROPIII	Allowed
9469.19102	Trademark	78/618,710	NDI	Pending
9469.19734	Trademark	78/959,618	MEDSTIM	Allowed
9469.19787	Trademark	78/965,039	NDI & Design	Pending
9469.19972	Trademark	77/118,064	PERMASLING	Allowed

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