

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
A. Bart Flick M.D.		02/18/2005	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Argentum Medical, LLC		
Street Address:	3700 Lake Shore Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60613		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2788037	SILVERLON	
CORRESPONDENCE DATA			
Fax Number:	(312)360-6598		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-360-6000		
Email:	agoldstein@freebornpeters.com		
Correspondent Name:	Andrew L. Goldstein		
Address Line 1:	311 S. Wacker Dr.		
Address Line 2:	Suite 3000		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	22219-0002		
NAME OF SUBMITTER:	Andrew L. Goldstein		
Signature:	/alg/		
Date:	12/11/2008		

CH \$40.00 2788037

Total Attachments: 6

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AGREEMENT TO PURCHASE PATENT AND TRADEMARK

This Agreement to Purchase Patent and Trademark (the "Agreement") is entered into on February 18, 2005 by and between A. Bart Flick, M.D., of Lakemont, Georgia ("Flick") and Argentum Medical, LLC, a Delaware limited liability company ("Medical").

[REDACTED]

WHEREAS, Flick is the sole owner of the registered trademark "Silverlon" (the "Silverlon Trademark"); and

WHEREAS, by License Agreement dated February 3, 2000, Flick licensed the Silverlon Trademark to Argentum, LLC, an Illinois limited liability company ("A-LLC"), as licensee, with the right to sub-license (the "Initial Silverlon License Agreement"). A-LLC subsequently sublicensed the Silverlon Trademark, with the right to sublicense, and through a series of further sublicenses, such Patent was sublicensed to Medical by that certain License Agreement between Argentum Professional and Medical dated March 8, 2001 (the Initial Silverlon License Agreement and each subsequent sub-license agreement are collectively referred to as the "Silverlon Trademark License Agreements"). The Silverlon Trademark License Agreements are in full force and effect. A list of the Initial Silverlon License Agreement and each sub-license agreement is attached hereto as an exhibit entitled "Silverlon Trademark License and Sub-license Agreements"; and

[REDACTED]

A. Flick represents and warrants that:

1. He is the sole and absolute owner of 100% of the ownership interests in and to [REDACTED] and the Silverlon Trademark, a [REDACTED] F [REDACTED], and that he has the sole and unrestricted right to sell such interests to Medical under this Agreement;
2. Title to [REDACTED], the Silverlon Trademark [REDACTED] [REDACTED] is free, clear and unencumbered; [REDACTED] the Silverlon Trademark are subject only to, respectively, the [REDACTED] [REDACTED] and the Silverlon Trademark License Agreements;
3. He has not transferred, voluntarily or involuntarily, by operation of law or otherwise, any interest as the respective owner or licensor under [REDACTED] the Silverlon Trademark, except as and to the extent expressly provided in the [REDACTED] Silverlon Trademark License Agreements, and [REDACTED], [REDACTED] as [REDACTED];
4. He has not transferred, voluntarily or involuntarily, by operation of law or otherwise, any of his interest in either the 1996 Patent License [REDACTED] the Silverlon Trademark License Agreements since the date of the respective Initial License Agreements described above, except as and to the extent expressly provided in the respective License Agreements;
5. The sale and transfer of the [REDACTED] the Silverlon Trademark [REDACTED] does not require the consent or approval of any third party, and will not violate any agreement, oral or written, to which Flick is subject;
6. There is no litigation pending or threatened which will impair the ability of Flick to perform this Agreement in accordance with its terms;
7. There is no litigation pending or threatened alleging an infringement by or with respect to [REDACTED] the Silverlon Trademark;
8. There is no litigation pending or threatened with respect to or under any of the License Agreements, and no party to a License Agreement is in default under, or with the passage of time will be in default under any of the License Agreements.

B. Medical represents and warrants:

1. It has the power and authority to enter into and perform this Agreement;
2. The purchase of the [REDACTED] Silverlon Trademark does not require the consent or approval of any third party, and will not violate any agreement, oral or written, to which Medical is subject;
3. There is no litigation pending or threatened which will impair the ability of Medical to perform the Agreement in accordance with its terms.

The respective representations and warranties of each party will be deemed remade at the Closing and shall survive the Closing.

7. Closing. The closing (the "Closing") shall take place on February 18, 2005 at 10:00 a.m. Chicago time at the offices of Medical, or at such other time and place as the parties agree. Closing may take place by exchanging the Closing documents by email or fax, or both.

8. Closing Documents. At the Closing, the parties will deliver the following documents:

A. Flick shall deliver to Medical:

1. Assignments to Medical of [REDACTED] and the Silverlon Trademark on forms approved by Medical;
2. Assignments to Medical of the [REDACTED] its [REDACTED] Silverlon Trademark License Agreements on forms approved by Medical;
3. Such other documents as Medical may reasonably request.

B. Medical shall deliver to Flick:

1. Certified resolutions of the Board of Managers of Medical authorizing, approving and adopting this Agreement and the performance of its terms;
2. [REDACTED] to the extent provided in [REDACTED];
3. An Acceptance of the assignments of all License Agreements;
4. Such other documents as Flick may reasonably request.

9. Indemnification.

A. By Flick.

[REDACTED]

B. By Medical.

[REDACTED]

10. Notices.

If to A. Bart Flick:

Dr. Bart Flick
36 Lake Rabun Road
Lakemont, GA 30552
Phone: (706) 782 5064
Fax: (706) 782 3903

If to Argentum Medical, LLC:

Argentum Medical, LLC
c/o Mr. Gregg Silver
3700 North Lake Shore Drive
Unit 1062
Chicago, IL 60613
Phone: (773) 281 3252
Fax: (775) 878-6408

and

Mr. Thomas E. Miller
240 81st Street
Willowbrook, IL 60527
Phone: (708) 503-9822
Fax: (630) 986-4401

with a copy to:

Mr. John C. Stiefel
Freeborn & Peters LLP



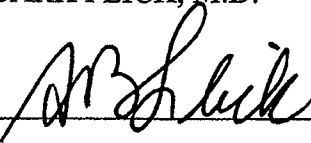
311 South Wacker Drive
Suite 3000
Chicago, IL 60606-6677
Phone: (312) 360-6274
Fax: (312) 360-6573

11. Miscellaneous.

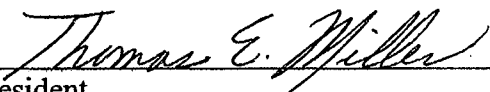
- A. This Agreement is the entire agreement between the parties and supercedes all previous understandings and agreements, oral or written, pertaining the subject matter.
- B. This Agreement will be performed, interpreted and construed in accordance with Illinois law, without reference to its conflicts of laws. The parties agree that exclusive jurisdiction and venue of the parties and subject matter will be in the courts located in Chicago, Illinois.
- C. The substantially prevailing party in any litigation to enforce this Agreement will be reimbursed its court costs and attorneys fees by the losing party, and such amount will be included in the award or judgment entered in such case.
- D. The parties will execute such documents and do such other acts and things necessary and sufficient to carry out the terms of this Agreement.
- E. This Agreement may be executed in any number of counterparts, and separate signatures affixed to separate counterparts, all of which together shall constitute one agreement. PDF and fax signatures will have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement to Purchase Patent and Trademark on February 18, 2005.

A. BARK FLICK, M.D.



ARGENTUM MEDICAL, LLC, a Delaware limited liability company

By: 

President