

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NDS Surgical Imaging, Inc.		01/07/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NDS Surgical Imaging, LLC		
Street Address:	5750 Hellyer Avenue		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95138		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1746867	DOME	
Registration Number:	2142543	DOME	
Registration Number:	2767682	INVITIUM	
Registration Number:	2637623	VITALSCREEN	
CORRESPONDENCE DATA			
Fax Number:	(650)493-6811		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(650) 493-9300		
Email:	trademarks@wsgr.com		
Correspondent Name:	Wilson Sonsini Goodrich & Rosati		
Address Line 1:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94040		
ATTORNEY DOCKET NUMBER:	35102-900/ASSIGNMENT		
NAME OF SUBMITTER:	Attorney of record		

CH \$115.00 1746867

Signature:

/john slafsky/

Date:

02/10/2009

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks Agreement is entered into as of January 7, 2009 with an effective date as of December 31, 2008 by and between NDS Surgical Imaging, Inc. f/k/a DOME imaging systems, inc., a Delaware corporation (the “**Assignor**”), and NDS Surgical Imaging, LLC, a Delaware limited liability company (the “**Assignee**”).

Introduction

The Assignor is the owner of the trademarks and trademark applications listed on **Schedule A** hereto and all variations thereof (the “**Marks**”). Assignee wishes to acquire, and Assignor wishes to assign, the entire right, title and interest in and to the Marks and the business and goodwill of the business in connection with which the Marks have been used.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby sells, transfers, assigns and sets over to Assignee the entire right, title and interest of Assignor in and to the Marks, together with the business and goodwill of the business in connection with which the Marks had been used, and all registrations and applications therefor, in the United States and for all foreign countries, including any divisions, reissues, renewals, continuations, continuations-in-part, improvements and extensions thereof that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with the right or priority under any international agreements to which the United States adheres and with all income, royalties or payments due or payable as of the effective date of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks with the right to sue for, and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks, any other governmental or judicial entity and any and all foreign countries to record Assignee as the assignee and owner of the Marks.

2. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and assigns, and shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflicts of law provisions. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery hereof.


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IN WITNESS WHEREOF, Assignor and Assignee has caused this instrument to be executed effective as of the date first above written.

NDS SURGICAL IMAGING, INC.

By: 
Name: David J. Zilberman
Title: Secretary

NDS SURGICAL IMAGING, LLC

By: 
Name: David J. Zilberman
Title: Secretary

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

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TRADEMARK
REEL: 003933 FRAME: 0007

SCHEDULE A

TRADEMARK REGISTRATIONS

Mark	Country	Registration No.	Registration Date
DOME	Canada	TMA510,854	04/14/1999
DOME	CTM	000438606	12/09/1998
DOME IMAGING SYSTEMS (& Design)	Japan	4,657,508	3/28/2003
DOME	South Korea	435,190	12/24/1998
DOME	Taiwan	845,557	04/01/1999
DOME	United States	1,746,867	01/19/1993
DOME	United States	2,142,543	03/10/1998
INVITUM	United States	2,767,682	09/23/2003
VITALSCREEN (stylized)	United States	2,637,623	10/15/2002

TRADEMARK APPLICATIONS

NONE

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