

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UroHealth, Inc. (California)		03/25/1996	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	International Remote Imaging Systems, Inc.		
<b>Street Address:</b>	9172 Eton Avenue		
<b>City:</b>	Chatsworth		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91311-5874		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1539208	CEN-SLIDE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(619)764-6701		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6196992651		
Email:	sdtrademark@dlapiper.com		
Correspondent Name:	K. Danica Ray		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101-4297		
ATTORNEY DOCKET NUMBER:	CEN-SLIDE T04739US0		
NAME OF SUBMITTER:	K. Danica Ray		
Signature:	/kdray/		
Date:	06/25/2009		

OP \$40.00 1539208

**Total Attachments: 3**

source=International Remote Imaging Systems Inc Asg#page1.tif

source=International Remote Imaging Systems Inc Asg#page2.tif

source=International Remote Imaging Systems Inc Asg#page3.tif

## U.S. TRADEMARK ASSIGNMENT

This U.S. TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of March 25, 1996, by UroHealth, Inc. (California), a California corporation f/k/a Davstar, Inc. f/k/a Davstar California, Inc. f/k/a Davstar Industries, Inc. ("Assignor"), as assignor, in favor of International Remote Imaging Systems, Inc., a Delaware corporation ("Assignee"), as assignee, with reference to the following facts and circumstances:

A. Assignor is the proprietor of the following issued Trademark registrations and trade names in the United States (hereinafter, the "Trademarks"):

Registration Number	Mark
1,812,838	CEN-SLIDE 60
1,574,643	CEN-PETTE
1,865,238	FLOSTAR
1,794,806	STAK-RAK
1,539,208	CEN-SLIDE

B. Pursuant to an Asset Purchase Agreement dated as of even date herewith (the "Asset Purchase Agreement"), Assignee is purchasing certain assets from Assignor, including, without limitation, all right, title and interest in and to the Trademarks, and including all rights with respect thereto and all Federal, State, and foreign registrations of same heretofore granted or applied for, any and all common law rights to Trademarks in the United States, any state thereof, and in foreign countries.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer unto Assignee all right, title and interest of Assignor in and to any and all of the Trademark registrations set forth above, together with the goodwill of the businesses symbolized by the Trademarks, as well as its entire right, title and interest in and to any and all claims and demands it may have either at law or in equity arising out of any past infringements.

Assignor does hereby expressly agree that procedures be taken with the United States Patent and Trademark Office singly by Assignee to record the transfer of the Trademarks to Assignee.

Assignor further assures Assignee that, it shall from time to time execute and deliver any and all further documents and writings and perform such other reasonable actions which may be or become necessary or expedient to effectuate and carry out the Assignment of Trademarks, or to vest, perfect or confirm title to the Trademarks in Assignee.

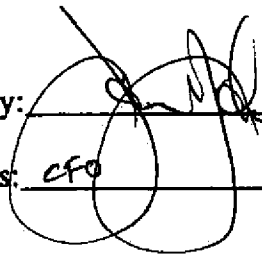
This Assignment may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[NEXT PAGE IS SIGNATURE PAGE]

IN WITNESS WHEREOF, Assignor hereto has caused this Assignment to be duly executed by its officer(s) thereunto duly authorized as of the day and year first above written:

"ASSIGNOR"

UROHEALTH, INC. (California), a California corporation

By:   
Its: CFO

STATE OF CALIFORNIA )  
COUNTY OF Orange )

On March 22, 1996, before me, Lora B. Brown, Notary Public, personally appeared James L. Johnson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public

