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Fax Server

TO: GARY GREGORY COMPANY: 31 DEERFIELD ROAD

Re: 8/22/10

08-30-2010



Electronic Vorsion v1.1  
Stylesheet 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
Neuromatrix, Inc.		11/04/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Advanced Diagnostics, LLC
Street Address:	31 Deerfield Road
City:	Sherborn
State/Country:	MASSACHUSETTS
Postal Code:	01770
Entity Type:	LIMITED PARTNERSHIP:  MM.

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2773254	DIGISCOPE
Registration Number:	2783843	EYFTEL IMAGING

CORRESPONDENCE DATA

Fax Number: (888)668-7475  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 508-650-1570  
 Email: ggregory@eyetellimaging.com  
 Correspondant Name: Gary Gregory  
 Address Line 1: 31 Deerfield Road  
 Address Line 4: Sherborn, MASSACHUSETTS 01770

NAME OF SUBMITTER:	Gary Gregory
Signature:	/Gary Gregory/
Date:	05/12/2010

Total Attachments: 3

OP \$65.00 2773254

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TO: GARY GREGORY COMPANY: 31 DEERFIELD ROAD

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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is made effective this 7 day of November, 2008, by and between NeuroMetrix, Inc., a Delaware corporation (the "Company"), and Advanced Diagnostics, LLC, a Delaware limited liability company ("Buyer").

WHEREAS, Buyer and the Company have entered into that certain Asset Purchase Agreement dated November 7, 2008 (the "Purchase Agreement"), pursuant to which Buyer is acquiring substantially all of the assets of the EyeTel/Digiscope division 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.

*[Remainder of page intentionally left blank]*

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.

**NEUROMETRIX, INC.**

By: 

Name: Shau N. Gozani, M.D., Ph.D.

Title: Chief Executive Officer and  
President

**ADVANCED DIAGNOSTICS, LLC**

By: 

Name:

Title: Gary L. Gregory  
President & CEO

**SCHEDULE A**

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

## Declaration of Use and/or Excusable Nonuse of Mark in Commerce under Section 8

The table below presents the data as entered.

Input Field	Entered
REGISTRATION NUMBER	2783843
REGISTRATION DATE	11/18/2003
SERIAL NUMBER	76428634
<b>MARK SECTION</b>	
MARK	EYETEL IMAGING
<b>OWNER SECTION (current)</b>	
NAME	NEUROMETRIX, INC.
STREET	62 FOURTH AVENUE
CITY	WALTHAM
STATE	Massachusetts
ZIP/POSTAL CODE	02451
COUNTRY	United States
<b>OWNER SECTION (proposed)</b>	
NAME	Advanced Diagnostics, LLC
STREET	31 Deerfield Road
CITY	Sherborn
STATE	Massachusetts
ZIP/POSTAL CODE	01770
COUNTRY	United States
PHONE	508-650-1570

<b>FAX</b>	800-668-7475
<b>EMAIL</b>	ggregory@eyetelimagining.com
<b>AUTHORIZED TO COMMUNICATE VIA E-MAIL</b>	Yes
<b>GOODS AND/OR SERVICES SECTION</b>	
<b>INTERNATIONAL CLASS</b>	044
<b>GOODS OR SERVICES</b>	KEEP ALL LISTED
<b>SPECIMEN FILE NAME(S)</b>	<u>SPN0-63254166194-090052935 . Delmarva DR Assessment EyeTel Review 100410.pdf</u>
<b>SPECIMEN DESCRIPTION</b>	Marketing material containing Trademark.
<b>PAYMENT SECTION</b>	
<b>NUMBER OF CLASSES</b>	1
<b>NUMBER OF CLASSES PAID</b>	1
<b>SUBTOTAL AMOUNT</b>	100
<b>GRACE PERIOD</b>	100
<b>TOTAL FEE PAID</b>	200
<b>SIGNATURE SECTION</b>	
<b>SIGNATURE</b>	/GaryGregory/
<b>SIGNATORY'S NAME</b>	Gary Gregory
<b>SIGNATORY'S POSITION</b>	President & CEO
<b>DATE SIGNED</b>	05/18/2010

**Declaration of Use and/or Excusable Nonuse of Mark in Commerce under Section 8**



**To the Commissioner for Trademarks:****REGISTRATION NUMBER: 2783843****REGISTRATION DATE: 11/18/2003****MARK: EYETEL IMAGING**

The owner, Advanced Diagnostics, LLC, having an address of  
31 Deerfield Road  
Sherborn, Massachusetts 01770  
United States

is filing a Declaration of Use and/or Excusable Nonuse of Mark in Commerce under Section 8.

For International Class 044, the mark is in use in commerce on or in connection with **all** goods or services listed in the existing registration for this specific class; or, the owner is making the listed excusable nonuse claim.

The owner is submitting one specimen showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) Marketing material containing Trademark..

Specimen-1 [SPN0-63254166194-  
090052935 \_ Delmarva\_DR\_Assessment\_EyeTel\_Review\_100410.pdf ]

A fee payment in the amount of \$200 will be submitted with the form, representing payment for 1 class(es), plus any additional grace period fee, if necessary.

**Declaration**

*Unless the owner has specifically claimed excusable nonuse, the mark is in use in commerce on or in connection with the goods and/or services identified above, as evidenced by the attached specimen(s) showing the mark as used in commerce.*

The undersigned being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements and the like may jeopardize the validity of this document, declares that he/she is properly authorized to execute this document on behalf of the Owner; and all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

Signature: /GaryGregory/ Date: 05/18/2010

Signatory's Name: Gary Gregory

Signatory's Position: President & CEO