

**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
Cardionics, Inc.		03/15/2011	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

Name:	Excellus Technologies, Inc.
Street Address:	160 South Lake Drive
City:	Watertown
State/Country:	SOUTH DAKOTA
Postal Code:	57201
Entity Type:	CORPORATION: SOUTH DAKOTA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1049984	CARDIONICS

**CORRESPONDENCE DATA**

Fax Number: (605)334-4814  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 6053340005  
 Email: mark@hwalaw.com  
 Correspondent Name: Mark Ekse  
 Address Line 1: 600 S. Main Avenue  
 Address Line 2: Suite 102  
 Address Line 4: Sioux Falls, SOUTH DAKOTA 57104

NAME OF SUBMITTER:	Mark A Ekse
Signature:	/Mark A Ekse/
Date:	03/17/2011

Total Attachments: 1

**900186680**

**TRADEMARK  
 REEL: 004499 FRAME: 0539**

**OP \$40.00 1049984**



**TRADEMARK ASSIGNMENT**

This Trademark Assignment is made this 15<sup>th</sup> day of March 2011, by Cardionics, Inc. ("Assignor"), a Texas corporation located at 910 Bay Star Blvd., Webster TX 77598 to Excellus Technologies, Inc., ("Assignee"), a South Dakota corporation having its principal place of business at 160 South Lake Drive, Watertown, SD 57201.

**WHEREAS**, Assignor, has adopted, owns, and is using the mark "CARDIONICS" (the "Mark") in connection with the following goods and/or services: HEART SOUND TEACHING AND DIAGNOSTIC AUDIO, VIDEO, AND AUDIO-VIDEO SYSTEMS EMPLOYED IN MEDICAL AND BIOMEDICAL TEACHING, RESEARCH, DIAGNOSIS AND CLINICAL APPLICATIONS AND FOR AUDIO, VIDEO, AND AUDIO-VIDEO BLOOD PRESSURE TEACHING AND SIMULATOR SYSTEMS; and

**WHEREAS**, Assignor owns a federal registration for the Mark on the Principal Register of the United States Patent and Trademark Office in connection with the goods and/or services identified therein, Registration Number **1049984** registered on **October 12, 1976** and

**WHEREAS**, Assignee, desires to acquire the Mark, and the above-referenced registration;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms, transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in and to the subject mark together with all goodwill of the business symbolized thereby or connected therewith, effective as of the date listed above. This transfer and assignment includes the right to recover for any third party infringement thereof, regardless of whether such infringement occurred before or occurs after the effective date.

Assignor further agrees to execute and deliver without further consideration any further applications, assignments and documents, and to perform such other lawful acts, as may be deemed necessary to fully secure Assignee's interest as described herein.

Assignor hereby authorizes and requests any official whose duty it is to transfer ownership to do so in accordance with the aforesaid registration to Assignee consistent with this assignment.

**IN WITNESS WHEREOF**, the Assignor has executed this Agreement on the date first written above.

**Cardionics, Inc.**

By: \_\_\_\_\_  
\_\_\_\_\_

Title: President