

07/02/2012



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Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Xion Medical Devices, Inc.

- Individual(s)
- Partnership
- Corporation- State: New York
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 11, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: GSM Partners, Inc.

Street Address: 6 Lincoln Avenue

City: Roslyn Heights

State: New York

Country: USA Zip: 11577

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship New York
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s)

1,377,082

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Catherine McCue

Internal Address: Suite 260

Street Address: 2500 Dallas Parkway

City: Plano

State: TX Zip: 75093

Phone Number: (972) 378-9111

Docket Number: Xion

Email Address: cmccue@dallasbusinesslaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number: BARTIN 00000030 1377082

Authorized User Name: _____ \$ 40.00 OP

9. Signature:

Signature

Date

Catherine McCue

Name of Person Signing

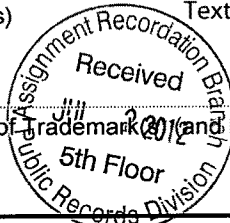
Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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NRD 7-02-12



INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into by and between Xion Medical Devices, Inc., a New York corporation ("Assignor") and GSM Partners, Inc., also a New York corporation ("Assignee").

WHEREAS, Assignor is the owner of certain patents, trademark registrations, copyrights, domain names and other intellectual property set forth on Schedule A of this Agreement, and all inventions, related patents, copyrights, and trade secrets related thereto (collectively, "Intellectual Property"); and

WHEREAS, the Assignor is desirous of assigning all of his rights in the Intellectual Property to Assignee;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Assignor, the parties hereto, intending legally to be bound, agree as follows:

1.0 Transfer. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, said Assignor's entire right, title and interest in, to and under the Intellectual Property, including, without limitation, (i) all United States and foreign rights therein, whether patentable or not, and in and to aforesaid patents, patent applications and any divisions or continuations thereof, and any patents or similar registrations obtained for the Intellectual Property in the United States and foreign countries, or issuing out of said application or any such division or continuation thereof, and any reissues, reexaminations or extensions of any such patents, (ii) any and all technology related to or embodied in the Intellectual Property, including without limitation, any trade secrets or copyrights related thereto, (iii) the trademarks, together with the goodwill associated therewith and (iv) the domains and domain names, (v) all copyrighted materials set forth on Schedule A, and (vi) all causes of action, past, present, and future, for infringement, unfair competition or otherwise with respect to the Intellectual Property and all disclosures of ideas, whether or not patentable and all pending applications.

2.0 Limited Warranty. Assignor hereby represents and warrants that (i) he is the owner of all rights in the Intellectual Property, (ii) he has the full right to convey the entire right, title and interest in said Intellectual Property, (iii) he has not executed and will not execute any agreement in conflict herewith, (iv) the Schedule sets forth all applications and registrations, in the United States and any foreign government or similar entity, related to the Intellectual Property and (v) to the best of Assignor's knowledge, all registrations set forth in the Schedule are valid, existing and in full force and effect.

3.0 Further Assurances. Assignor further agrees that he will, at any time, upon Assignee's written request, execute and deliver any and all papers that may be necessary or desirable to perfect title in the Intellectual Property, or any patents, copyright or trademark registrations that may be granted therefore, in the Assignee, its successors and assigns, and if Assignee, or its assignee, desires to make a substitute, divisional or continuation patent application for said Intellectual Property, or to secure a reissue, reexamination or extension of any Letters Patent arising there from, to file a disclaimer relating thereto, or an application for a corresponding patent, copyright or trademark registration in any foreign country, or undertake any other act to secure and protect the Assignee's rights in the Intellectual Property, that he will upon request, sign all papers, make all rightful oaths, and do all lawful acts requisite for the said purposes, but at the expense of the Assignee. In the event that the validity or effect of the rights in the Intellectual Property is challenged on any point on which the Assignor has or can procure information or advice which may assist in meeting, defeating or reducing the effect of such challenge, the Assignor agrees and undertakes to supply, or procure the supply of, such information or advice without unreasonable delay, but subject to the right to charge the Assignee out-of-pocket expenses properly and reasonably incurred by the Assignor in so doing.

Assignor further agrees not to take any action to challenge or erode any of Assignee's rights in the Intellectual Property. Assignor agrees not to do or omit to do any act, matter or thing whereby the rights or the assignability of the Intellectual Property assigned hereunder may be prejudicially affected.

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Assignor further agrees that he will at all times communicate to the Assignee, its successors, assigns or legal representatives, all facts relating to said Intellectual Property and Letters Patent, or the history thereof, known to it, and testify as the same in interferences or other litigation, when requested so to do.

4.0 Authorization to Issue. Assignor hereby authorizes and requests, as applicable, the United States Commissioner of Patents and Trademarks, the United States Copyright Office, and any official of any country or countries foreign to the United States, whose duty it is to issue trademark registrations, copyright registrations, patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue and/or record the same to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

5.0 Beneficial Interest. Assignor hereby acknowledges that the entire beneficial interest in the Intellectual Property, including without limitation, the trademarks and patents identified above, and all trade secret and copyrights therein, is irrevocably vested in the Assignee including the right to make the application for protection in all countries abroad and to claim priority under the International Convention for such applications and hereby assents to the making of any such applications, with or without priority claims, and of any divisional application resulting there from.


6.0 Governing Law and Jurisdiction. The validity, interpretation and performance of this Assignment, and any dispute connected herewith, shall be governed by and construed according to the laws of the State of New York, without regard to principles of conflicts of law. In connection with any suit, action or proceeding relating to this Assignment or the transactions contemplated hereby, each party irrevocably submits to the exclusive jurisdiction of the United States District Court and the courts of the State of New York.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their duly authorized representatives as of the day and year first above written.

Executed and delivered effective as of the 11 day of January, 2012.


Assignor:

XION MEDICAL DEVICES, INC.

By:  1/11/2012
Dr. Gaurav Seth, CEO and President

Assignee:

GSM PARTNERS, INC

By:  1/11/2012
Dr. Gaurav Seth, President

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Schedule A: Assigned Intellectual Property

FDA Device Listing / 1611748

510K / K980948

510K / K981506

VED® Trademark # 73540520

VED Cylinger Mold

VED Motor Molds

#4 Ring Mold

#6 Ring Mold

Soft Touch Seal Design & Mold

Sensation Seal Patent Application

Design and Mold

Serial # 12/842,384

Literature

VED Training Guide

VED Training VED

"Sex After Surgery"

VED Registry

IRB Questionnaire Material

Data

Database

customer

physician

Firmamedical.com

Domain

website

Firmastore.com

website

store