

07/02/2012



Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/3)

103645544

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.

NRD  
7-02-12

#### 1. Name of conveying party(ies):

Firma Medical Holdings, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) December 20, 2011

- 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: Xion Medical Devices, Inc.

Street Address: 216 Willis Avenue

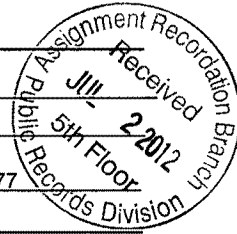
City: Roslyn Heights

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(s) (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 07/02/2012 LMARTIN 00000029 1377082

Authorized User Name \_\_\_\_\_ 40.00 00

#### 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

TRADEMARK  
REEL: 004815 FRAME: 0531

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement") is made as December 20, 2011 between FIRMA MEDICAL HOLDINGS, LLC, CHRIS KINNISON, JOHN REWCASTLE, MEDICAL PRO MARKETING, LLC, KAREN BARRIE and WANDA KINNISON (the "Assignors"), and Xion Medical Devices, Inc. (the "Assignee").

WHEREAS, this Agreement is made pursuant to the Purchase Agreement (the "Purchase Agreement"), dated December 20, 2011, among the Assignee, the Assignors and Firma Medical, LP pursuant to which the Assignors has agreed to transfer to Assignee any and all rights in and to the Intellectual Property listed on Schedule A attached hereto. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement.

NOW THEREFORE, in consideration of the promises and covenants contained herein and in the Purchase Agreement and for other good and valuable consideration, the parties agree as follows:

### 1. ASSIGNMENT OF RIGHTS.

Assignors hereby sell, convey, transfer, assign and deliver unto Assignee, its successors and assigns, all of each of the Assignor's entire right, title, and interest in and to the intellectual property listed on Schedule A and all of the following:

(a) all patents, including the right to sue for past infringements thereof, and patent applications, the underlying inventions described in the patents and patent applications, the right to file foreign patent applications corresponding to the patent applications, and the right to claim the priority date of the patent applications and any legal equivalents thereof, and any and all patents in the United States of America and all foreign countries which may be granted therefor and thereon, and to any and all divisions, continuations, and continuations-in-part of the patent applications, or re-issues or extensions of the patents;

(b) all trademarks, trade names and service marks together with the goodwill of the business symbolized thereby and the right to bring suit and collect damages for past infringements thereof; and,

(c) all copyrights, including the enumerated rights under Sections 106 and 106A of the U.S. Copyright Act, together with all the rights to sue and recover for any past infringements of the copyrights.

 1/13/12

2. FURTHER ASSISTANCE.

Assignors each hereby covenant and agree that the each Assignor will at any time upon the request of the Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the rights, titles, and interests conveyed to Assignee herein and Assignee's successors and assigns and to permit Assignee and Assignee's successors and assigns to record this Agreement against the intellectual property with any government office.

Assignors each hereby constitute and appoint Assignee and its successors and assigns as its true and lawful attorneys in fact in connection with the transactions contemplated by this instrument, with full power of substitution to demand and receive, in the name and stead of Assignor but on behalf of and for the benefit of Assignee and its successors and assigns, any and all of the intellectual property hereby conveyed, assigned, and transferred or intended so to be, and to give receipt and releases for and in respect of the same and any part therefor, and from time to time to institute and prosecute, in the name of Assignor or otherwise, for the benefit of Assignee or its successors and assigns, proceedings at law, in equity, or otherwise, which the Assignee or its successors or assigns deem proper in order to collect or reduce to possession or endorse any of the Intellectual Property, and to do all acts and things in relation to the Intellectual Property which Assignee or its successors or assigns reasonably deem desirable.

*[Signatures Appear on the Following Page]*

*J 1/3/12*

IN WITNESS WHEREOF, the Assignors and Assignee have caused this Intellectual Property Agreement to be executed on the day and year first above written.

**ASSIGNORS:**

**Firma Medical Holdings, LLC**

Chris R Kinnison

**Chris Kinnison, Manager Member**

**Chris Kinnison (individual)**

Chris R Kinnison

**Wanda Kinnison (individual)**

Wanda Kinnison

**Medical Marketing Pro, LLC**

By:

Paul LaPine

**Name: Paul LaPine - Owner**

**John Rewcastle (individual)**

John Rewcastle

**Karen Barrie (individual)**

Karen M Barrie

**ASSIGNEE:**

**Xion Medical Devices, Inc.**

Gaurav Seth 1/3/12

**Gaurav Seth, M.D., M.B.A, PRESIDENT**

Schedule A: Assigned Intellectual Property

FDA Device Listing / 1611748

510K / K980948

510K / K981506

VED® Trademark # 73540520

VED Cylinder 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