

## 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
Vision NC, LLC		02/07/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	iCardiac Technologies, Inc.		
Street Address:	150 Allens Creek Road		
City:	Rochester		
State/Country:	NEW YORK		
Postal Code:	14618		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3917613	NEWCARDIO	
Registration Number:	3929154	NEWCARDIO	
Registration Number:	3894656	QTINNO	
Registration Number:	3894659	QTINNO	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-570-1063		
Email:	SArgentieri@goodwinprocter.com		
Correspondent Name:	Steven R. Argentieri		
Address Line 1:	53 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109-2802		
NAME OF SUBMITTER:	Steven R. Argentieri, Reg. No. 69,083		

OP \$115.00 3917613

Signature:	/Steven R. Argentieri/
Date:	02/27/2014
Total Attachments: 3 source=TMAssign#page1.tif source=TMAssign#page2.tif source=TMAssign#page3.tif	

TRADEMARK ASSIGNMENT CERTIFICATE

This Assignment is made and entered into by and between Vision NC, LLC, a limited liability company duly authorized under the laws of the State of Delaware, and having a principal place of business at 20 West 55<sup>th</sup> Street, 5<sup>th</sup> Floor, New York, NY 10019 (hereinafter the "Assignor") and iCardiac Technologies, Inc., a corporation duly organized under and pursuant to the laws of the State of Delaware, and having a principal place of business at 150 Allens Creek Road, Rochester, NY 14618 (hereinafter the "Assignee").

WHEREAS, Assignor is the owner of the trademarks, trademark applications, and trademark registrations listed in Schedule A hereto; and

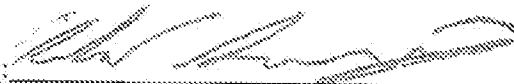
WHEREAS, Assignee wishes to acquire and Assignor is willing to assign, convey and transfer to Assignee, all right, title and interest in and to each trademark, trademark application, and trademark registration listed in Schedule A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Marks"), on the following terms and conditions.


NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by Assignor and Assignee, said Assignor hereby irrevocably sells, assigns, conveys, and transfers to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to the Marks, the ongoing and existing business of Assignor to which the Marks pertain, the goodwill of the business symbolized by the Marks, and all registrations that have been or may be granted thereon, all applications for registration thereof, and all common law rights in the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

IN TESTIMONY WHEREOF, 7 day of February 2014.

Vision NC, LLC

iCardiac Technologies, Inc.

By: 

By: 

Name: Adam Berowitz

Name: Alex Zapesachny

Title: Managing Member of Vision Capital Advisors, LLC acting as Manager of Vision NC, LLC

Title: President & COO

State of New York  
County of New York

Before me, the undersigned, a notary public in and for said County and State, personally appeared Adam Berowitz, an authorized representative of Vision NC, LLC, a Delaware limited liability company, who acknowledged the execution of the foregoing Trademark Assignment to be his voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS 7 day of February 2014

Notary Public  
Printed: Michael Mosiello  
My Commission Expires: 8/17/17

MICHAEL MOSIELLO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02MO6210434  
Qualified in New York County  
My Commission Expires August 17, 2017

State of New York  
County of Monroe

Before me, the undersigned, a notary public in and for said County and State, personally appeared Alexander Zapesochny, an authorized representative of iCardiac Technologies, Inc., a Delaware corporation, who acknowledged the execution of the foregoing Trademark Assignment to be his voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS 10<sup>th</sup> day of Feb. 2014

Notary Public  
Printed: Lisa Muniz  
My Commission Expires: 8/10/17

Lisa Muniz  
01MU6210106  
Notary Public, State of New York  
Qualified in Monroe County  
My commission expires AUGUST 10th, 2017

Schedule A to Trademark Assignment

Trademark	U.S. Registration Number
NEWCARDIO	U.S. Registration No. 3,917,613
NEW CARDIO	U.S. Registration No. 3,929,154
QTINNO	U.S. Registration No. 3,894,656
QTINNO	U.S. Registration No. 3,894,659

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