

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 Capital Advisors, LLC		04/18/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Vision NC, LLC		
Street Address:	20 West 55th Street		
Internal Address:	5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: 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		
ATTORNEY DOCKET NUMBER:	125142/226922		

OP \$115.00 3917613

900281533

TRADEMARK

REEL: 005226 FRAME: 0655

NAME OF SUBMITTER:	Steven R. Argentieri
Signature:	/Steven R. Argentieri/
Date:	02/27/2014
Total Attachments: 6 source=xfer#page1.tif source=xfer#page2.tif source=xfer#page3.tif source=xfer#page4.tif source=xfer#page5.tif source=xfer#page6.tif	

TRANSFER STATEMENT

Vision Capital Advisors, LLC ("Vision Capital"), a Delaware limited liability company, in its capacity as agent (in such capacity, "Agent") for the Secured Parties under (i) that certain Securities Purchase Agreement, dated as of July 30, 2009, between NewCardio, Inc. (the "Borrower") and Vision Opportunity Master Fund, Ltd., Harborview Master Fund LP, Platinum - Montaur Life Sciences, LLC and Vision Capital (collectively, the "Secured Parties"), pursuant to which the Secured Parties were issued NewCardio's Secured Revolving Debentures due, subject to the terms therein, September 30, 2011 (the "2009 Debentures"), in the aggregate principal amount of _____, as amended by amendments dated September 14, 2009, December 22, 2009, May 3, 2010, and July 28, 2010 (as amended, the "2009 Purchase Agreement"), (ii) that certain Securities Purchase Agreement, dated as of July 28, 2010, between NewCardio and the Secured Parties pursuant to which the Secured Parties were issued NewCardio's Secured Revolving Debentures due, subject to the terms therein, September 30, 2011 (the "2010 Debentures" and together with the 2009 Debentures, the "Debentures"), in the aggregate principal amount of _____ (the "2010 Purchase Agreement" and, together with the 2009 Purchase Agreement, the "Purchase Agreements"), (iii) those certain Secured Promissory Notes issued by NewCardio to Vision Opportunity Master Fund, Ltd. on December 21, 2011 and January 13, 2012 in which the obligations of NewCardio under the Promissory Notes were secured by the Security Agreement (the "Promissory Notes"), and (iv) that certain Security Agreement dated July 30, 2009 by and between NewCardio and the Secured Parties whereby Agent was appointed by the Secured Parties to act as their agent for purposes of exercising any and all rights and remedies of the Secured Parties (the "Security Agreement" and together with the Debentures, the Purchase Agreements and the Promissory Notes, the "Credit Documents"), pursuant to Section 9-619 of the Uniform Commercial Code, as enacted in the State of New York (the "UCC"), hereby states as follows:

WHEREAS, certain Events of Default have occurred and are continuing under the Credit Documents, which obligations are secured by, among other things, certain collateral specified in the Security Agreement and referenced in the Bill of Sale attached hereto as Annex I (as defined in the Bill of Sale, the "Collateral");

WHEREAS, Agent has exercised its post-default remedies with respect to the Collateral by, among other things, noticing, conducting and consummating a public foreclosure sale of all of its right, title and interests in the Collateral pursuant to Section 9-610 of the UCC (the "Sale");

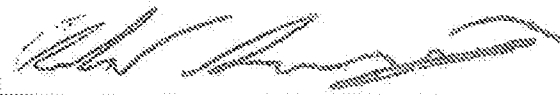
WHEREAS, at the Sale, Agent, for good and valuable consideration (consisting of a credit bid of a portion of the indebtedness owed by Borrower to the Secured Parties under the Credit Documents), sold, conveyed, assigned, transferred and delivered to Agent's designee, Vision NC, LLC (the "Transferee"), all of the right, title and interest of Agent and the Secured Parties in and to the Collateral, without representation, warranty, covenant or undertaking, express or implied, with respect to the existence of any specific item constituting the Collateral or the quantity thereof, or the condition, quality, merchantability, fitness for a particular purpose, or value of the Collateral. The Collateral is sold without recourse on an absolute "as is, where is" basis, except as otherwise specifically provided in the Bill of Sale.

WHEREAS, by reason of the Sale, and as evidenced by the Bill of Sale attached hereto as Annex I, Transferee has acquired all of the right, title and interest of Agent and the Secured Parties in and to the Collateral, as provided in and evidenced by the Bill of Sale.

NOW, THEREFORE, pursuant to Section 9-619(b) of the UCC, Transferee is entitled to the transfer of record of all rights of Agent and the Secured Parties in the Collateral in any official filing, recording, registration, or certificate-of-title system covering the Collateral. If this transfer statement is presented with the applicable fee and request form, if any, to the official or office responsible for maintaining the system, the official or office shall: (1) accept this transfer statement; (2) promptly amend its records to reflect the transfer described herein; and (3) if applicable, issue a new appropriate certificate of title in the name of the Transferee.

Dated: April 18, 2013

VISION CAPITAL ADVISORS, LLC
as Agent for the Secured Parties

By: 

Name: Adam Berowitz

Title: Managing Member

BILL OF SALE

Vision Capital Advisors, LLC ("Vision Capital"), a Delaware limited liability company, in its capacity as agent (in such capacity, "Agent") for the Secured Parties under (i) that certain Securities Purchase Agreement, dated as of July 30, 2009, between NewCardio and Vision Opportunity Master Fund, Ltd., Harborview Master Fund LP, Platinum - Montaur Life Sciences, LLC and Vision Capital (collectively, the "Secured Parties"), pursuant to which the Secured Parties were issued NewCardio's Secured Revolving Debentures due, subject to the terms therein, September 30, 2011 (the "2009 Debentures"), in the aggregate principal amount of _____, as amended by amendments dated September 14, 2009, December 22, 2009, May 3, 2010, and July 28, 2010 (as amended, the "2009 Purchase Agreement"), (ii) that certain Securities Purchase Agreement, dated as of July 28, 2010, between NewCardio and the Secured Parties pursuant to which the Secured Parties were issued NewCardio's Secured Revolving Debentures due, subject to the terms therein, September 30, 2011 (the "2010 Debentures" and together with the 2009 Debentures, the "Debentures"), in the aggregate principal amount of _____ (the "2010 Purchase Agreement" and, together with the 2009 Purchase Agreement, the "Purchase Agreements"), (iii) those certain Secured Promissory Notes issued by NewCardio to Vision Opportunity Master Fund, Ltd. on December 21, 2011 and January 13, 2012 in which the obligations of NewCardio under the Promissory Notes were secured by the Security Agreement (the "Promissory Notes"), and (iv) that certain Security Agreement dated July 30, 2009 by and between NewCardio and the Secured Parties whereby Agent was appointed by the Secured Parties to act as their agent for purposes of exercising any and all rights and remedies of the Secured Parties (the "Security Agreement" and together with the Debentures, the Purchase Agreements and the Promissory Notes, the "Credit Documents"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, assign, transfer and deliver to Vision NC, LLC (the "Transferee"), pursuant to Section 9-610 of the Uniform Commercial Code, as enacted in the State of New York (the "UCC"), all of the Secured Parties' right, title and interest in and to all of the intellectual property, computers, servers and related hardware and software set forth in Exhibit 1 hereto (the "Collateral").

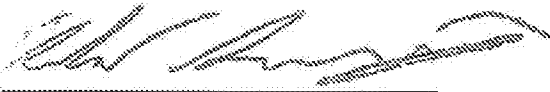
EXCEPT AS SPECIFICALLY PROVIDED HEREIN, SECURED PARTY MAKES NO REPRESENTATION, WARRANTY, COVENANT OR UNDERTAKING, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTENCE OF ANY SPECIFIC ITEMS CONSTITUTING THE COLLATERAL OR THE QUANTITY THEREOF, OR THE CONDITION, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR VALUE OF THE COLLATERAL. THE COLLATERAL IS SOLD WITHOUT RECOURSE ON AN ABSOLUTE "AS IS, WHERE IS" BASIS, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN. THIS BILL OF SALE IS SUBJECT TO, AND QUALIFIED IN ITS ENTIRETY BY, THE TERMS SET FORTH HEREIN.

The Agent warrants only that it has good right to sell the Collateral to Transferee under Section 9-610 of the UCC, free and clear of any security interest or lien as provided therein. The sole and exclusive remedy of Transferee for any breach of the foregoing limited warranty shall be the lesser of the amount necessary to discharge any presently existing lien, security interest or encumbrance, or the purchase price paid to the Secured Parties for the affected property. In no event shall Agent or the Secured Parties be liable for incidental or consequential damages.

On or after the date hereof, Agent will, at Transferee's sole expense, from time to time at Transferee's reasonable request, execute and deliver such further instrument and take or cause to be taken such other action to carry out the effect, intent and purpose of the conveyance, assignment and transfer to Transferee hereunder and otherwise in the carrying out of the intent and purposes of this Bill of Sale.

Dated: April 18, 2013

VISION CAPITAL ADVISORS, LLC,
as Agent for the Secured Parties

By: 

Name: Adam Benowitz

Title: Managing Member

EXHIBIT 1
COLLATERAL

Hardware

[See Attached]

U.S. Patents and Patent Applications

Application Number	Patent Number	Filing Date	Issue Date	Brief Summary (Products Covered)
	7,647,093		1/12/10	Cordless recording and telecommunication of three special ECG leads and their processing (CardioBip)
	7,266,408		9/4/07	Visual 3-D presentation of ECG data (Cardio3KG, QTinno)
	7,751,875		7/6/10	Visual 3-D presentation of ECG data (Cardio3KG, QTinno)
	8,209,002		6/26/12	Device and methods for evaluating cardiac electrical events (QTinno)
12/484,153		6/12/09		System for quantitative assessment of cardiac electrical events (QTinno)
12/484,156		6/12/09		Method for quantitative assessment of cardiac electrical events (QTinno)
12/613,488		11/5/09		ECG Reconstruction For Atrial Activity Monitoring And Detection (CardioBip)
12/614,352		11/6/09		Method for Automated EKG Analysis (Cardio3KG)
12/614,354		11/6/09		System for Automated EKG Analysis (Cardio3KG)
12/614,361		11/06/09		System and Method for Automated EKG Analysis (Cardio3KG)

Application Number	Patent Number	Filing Date	Issue Date	Brief Summary (Products Covered)
12/694,236		1/26/10		Atrial Fibrillation Detection based on Absence of Consistent P-Loops in Averaged Vectorcardiogram (CardioBip)
12/695,128		1/28/10		Methods and apparatus for quantitative assessment of cardiac electrical events (QTinno)
	8,311,618		11/13/12	Method and apparatus for quantitative assessment of cardiac electrical events (QTinno)
13/573,593		9/27/11		Systems And Methods For Serial Analysis Of Electrocardiograms (my3KG)

U.S. Trademarks

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