

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM774233

| | |
|------------------------------|---|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the (a) number of pages of assignment from 8 to 10; and (b) Receiving Party's state/country from Texas to Delaware in cover sheet previously recorded on Reel 007647 Frame 0722. Assignor(s) hereby confirms the Assignment of the entire interest and the goodwill. |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------|----------|----------------|-----------------------|
| 21CT, INC. | | 10/01/2016 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|---------------------------|
| Name: | PULSELIGHT HOLDINGS, INC. |
| Street Address: | 6500 RIVER PLACE BLVD |
| Internal Address: | BUILDING 3, SUITE 120 |
| City: | AUSTIN |
| State/Country: | TEXAS |
| Postal Code: | 78730 |
| Entity Type: | Corporation: DELAWARE |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|-----------------------------|---------|-----------|
| Registration Number: | 4916947 | TORCH |

CORRESPONDENCE DATA

Fax Number: 5124761513

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 5124760005

Email: iplaw@rrsfirm.com

Correspondent Name: J. ROGER WILLIAMS, JR.

Address Line 1: 501 CONGRESS AVE., SUITE 150

Address Line 4: AUSTIN, TEXAS 78701

| | |
|--------------------------------|---|
| ATTORNEY DOCKET NUMBER: | 2365.004 |
| NAME OF SUBMITTER: | J. ROGER WILLIAMS, JR. |
| SIGNATURE: | /J. Roger Williams, Jr. Reg. No. 45428/ |
| DATE SIGNED: | 12/14/2022 |

Total Attachments: 20

source=21CT_General_Pulselight Assignment and Assumption Agreement#page1.tif

source=21CT_General_Pulselight Assignment and Assumption Agreement#page2.tif
source=21CT_General_Pulselight Assignment and Assumption Agreement#page3.tif
source=21CT_General_Pulselight Assignment and Assumption Agreement#page4.tif
source=21CT_General_Pulselight Assignment and Assumption Agreement#page5.tif
source=21CT_General_Pulselight Assignment and Assumption Agreement#page6.tif
source=21CT_General_Pulselight Assignment and Assumption Agreement#page7.tif
source=21CT_General_Pulselight Assignment and Assumption Agreement#page8.tif
source=21CT_General_Pulselight Assignment and Assumption Agreement#page9.tif
source=21CT_General_Pulselight Assignment and Assumption Agreement#page10.tif
source=2022-0302 Recorded Assignment - Reel-Frame 7647-0722 - TORCH - RN 4,916,947#page1.tif
source=2022-0302 Recorded Assignment - Reel-Frame 7647-0722 - TORCH - RN 4,916,947#page2.tif
source=2022-0302 Recorded Assignment - Reel-Frame 7647-0722 - TORCH - RN 4,916,947#page3.tif
source=2022-0302 Recorded Assignment - Reel-Frame 7647-0722 - TORCH - RN 4,916,947#page4.tif
source=2022-0302 Recorded Assignment - Reel-Frame 7647-0722 - TORCH - RN 4,916,947#page5.tif
source=2022-0302 Recorded Assignment - Reel-Frame 7647-0722 - TORCH - RN 4,916,947#page6.tif
source=2022-0302 Recorded Assignment - Reel-Frame 7647-0722 - TORCH - RN 4,916,947#page7.tif
source=2022-0302 Recorded Assignment - Reel-Frame 7647-0722 - TORCH - RN 4,916,947#page8.tif
source=2022-0302 Recorded Assignment - Reel-Frame 7647-0722 - TORCH - RN 4,916,947#page9.tif
source=2022-0302 Recorded Assignment - Reel-Frame 7647-0722 - TORCH - RN 4,916,947#page10.tif

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711595

| | | | |
|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| 21CT, INC. | | 10/01/2016 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | PULSELIGHT HOLDINGS, INC. | | |
| Street Address: | 6500 RIVER PLACE BLVD | | |
| Internal Address: | BUILDING 3, SUITE 120 | | |
| City: | AUSTIN | | |
| State/Country: | TEXAS | | |
| Postal Code: | 78730 | | |
| Entity Type: | Corporation: TEXAS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4916947 | TORCH | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5124761513 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 5124760005 | | |
| Email: | iplaw@rrsfirm.com | | |
| Correspondent Name: | J. ROGER WILLIAMS, JR. | | |
| Address Line 1: | 816 CONGRESS AVE., SUITE 1200 | | |
| Address Line 4: | AUSTIN, TEXAS 78701 | | |
| NAME OF SUBMITTER: | J. ROGER WILLIAMS, JR. | | |
| SIGNATURE: | /J. Roger Williams, Jr. Reg. No. 45428/ | | |
| DATE SIGNED: | 03/02/2022 | | |
| Total Attachments: 10 | | | |
| source=21CT_General_PulseLight Assignment and Assumption Agreement#page1.tif | | | |
| source=21CT_General_PulseLight Assignment and Assumption Agreement#page2.tif | | | |
| source=21CT_General_PulseLight Assignment and Assumption Agreement#page3.tif | | | |
| source=21CT_General_PulseLight Assignment and Assumption Agreement#page4.tif | | | |
| source=21CT_General_PulseLight Assignment and Assumption Agreement#page5.tif | | | |

OP \$40.00 4916947

source=21CT_General_Pulseight Assignment and Assumption Agreement#page6.tif
source=21CT_General_Pulseight Assignment and Assumption Agreement#page7.tif
source=21CT_General_Pulseight Assignment and Assumption Agreement#page8.tif
source=21CT_General_Pulseight Assignment and Assumption Agreement#page9.tif
source=21CT_General_Pulseight Assignment and Assumption Agreement#page10.tif

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "*Agreement*") is made and entered into effective as of October 1, 2016 (the "*Effective Date*") by and among **Pulselight Holdings, Inc.**, a Delaware corporation ("*Holdings*"), **21CT, Inc.**, a Delaware corporation and a wholly-owned subsidiary of Holdings ("*Assignor*"), and **Pulselight, LLC**, a Texas limited liability company and a wholly-owned subsidiary of Holdings ("*Pulselight*" and, together with Holdings, the "*Assignees*" and each an "*Assignee*") (each of the Assignor and the Assignees a "*Party*" and together the "*Parties*").

WHEREAS, Holdings and Assignor recently effected a corporate "holding company" reorganization whereby (i) Holdings became the parent holding company and Assignor became a wholly-owned subsidiary of Holdings, and the equity holders of Assignor became equity holders of Holdings, and (ii) Holdings formed Pulselight as a wholly-owned subsidiary; and now Assignor, Holdings and Pulselight desire to reallocate certain assets and liabilities from Assignor in order to separate certain lines of business, business functions and the like within the corporate organization;

WHEREAS, Assignor desires to assign, and Holdings desires to receive and assume (as applicable), (i) all of Assignor's Intellectual Property Rights (as defined below), except for the Intellectual Property Rights set forth on Exhibit A hereto, (ii) all of Assignor's rights and obligations under the Proprietary Information & Inventions Agreements to which it is a party, (iii)

REDACTED

and

REDACTED

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, the Parties agree as follows:

1. **Assignment of Transferred Assets to Holdings.**

(a) Assignment of Transferred Assets to Holdings. Assignor hereby assigns, grants, transfers and conveys to Holdings all of Assignor's right, title and interest in and to, and where applicable, delegates to Holdings its obligations with respect to, the following (collectively, the "*Holdings Transferred Assets*"):

(i) All of Assignor's Intellectual Property Rights (as defined below), except for the Intellectual Property Rights set forth on Exhibit A hereto;

(ii) All of Assignor's rights and obligations under the Proprietary Information & Inventions Agreements to which it is a party;

(iii) REDACTED

;

(iv) REDACTED

; and

(v) REDACTED

“Intellectual Property Rights” means all rights arising from or in respect of any of the following in any jurisdiction throughout the world: (1) patents, patent applications, and patent disclosures including any continuations, divisionals, continuations-in-part, renewals and reissues, (2) trademarks, service marks, trade dress rights, trade names, internet domain names and registrations and applications for registration thereof together with all of the goodwill associated therewith, (3) copyrights (registered or unregistered) and copyrightable works and registrations and applications for registration thereof, (4) computer software (including both source and object code), data, data bases and documentation thereof, excluding any off the shelf software, (5) trade secrets and other protectable confidential or proprietary information, including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice) and Know-how, (6) copies and tangible embodiments thereof (in whatever form or medium) and (7) other information or property protected as intellectual property under the laws of any applicable jurisdiction.

“Know-how” means technical, specialized or useful product, process, procedural, manufacturing, engineering, operational and other business-related knowledge, ideas, inventions (whether or not patentable or protectable as a trade secret), analysis, techniques and practices and other experiential information, and all physical embodiments of the same, including research and historical records, reports, test results, plans, plots, schematics, information summaries and memoranda, operating and procedural manuals, industrial and other designs or specifications, drawings, photographs, flow-charts, formulae, software, data and databases and similar documentary information.

(b) Assumption. Holdings hereby assumes, and agrees to pay, perform and discharge when due, all obligations and liabilities of Assignor under the Holdings Transferred Assets accruing after the date hereof (collectively, the ***“Holdings Assumed Liabilities”***).

2. Assignment of Transferred Assets to Pulselight

(a) Assignment of Transferred Assets to Pulselight. Assignor hereby assigns, grants, transfers and conveys to Pulselight all of Assignor’s right, title and interest in and to, and where applicable, delegates to Pulselight its obligations with respect to, the following (collectively,

the “*Pulselight Transferred Assets*” and, together with the Holdings Transferred Assets, the “*Transferred Assets*”):

(i) all of the assets of Assignor not described in Sections 1 or 3 of this Agreement, including all physical and/or technology based assets, properties and rights of Assignor of every kind, nature and description, real, personal or mixed, tangible or intangible, known or unknown, wherever located, and any other assets related, either directly or indirectly, to Assignor’s business, as the same shall exist on the Effective Date; and

(ii) REDACTED

(b) Assumption. Pulselight hereby assumes, and agrees to pay, perform and discharge when due, all obligations and liabilities of Assignor under the Pulselight Transferred Assets and the Assigned Contracts accruing after the date hereof (together with the Holdings Assumed Liabilities, the “*Assumed Liabilities*”).

3. Excluded Assets and Retained Liabilities.

(a) REDACTED

(b) No Assignment or Assumption Except as Expressly Provided Herein. Except as expressly provided in this Agreement, no assets, properties or rights are being assigned or transferred to the Assignees other than the Transferred Assets. Without limiting the generality of the foregoing, Assignor retains all rights, title and interest in all other assets, rights or properties other than the Transferred Assets, including but not limited to the 21CT, Inc. name (or related

predecessor names) (e.g. 21st Century Technologies) and logo(s) and all Intellectual Property or goodwill associated thereto (collectively, the “*Excluded Assets*”). REDACTED

4. REDACTED

5. REDACTED

6. **Authority; Enforceability; No Conflicts**. Each Party represents and warrants to the other Parties that the execution and delivery of this Assignment and Assumption Agreement by such Party and such Party’s performance of its obligations hereunder (i) are within such Party’s corporate power and authority; (ii) have been duly authorized by all necessary corporate action on the part of such Party’s officers, directors and stockholders; (iii) require no consent, approval, order or authorization of any federal, state or local governmental body, court, agency or official or any counterparty to any instrument binding upon the Party or to which such Party’s assets are subject; (iv) will not result in a violation of, constitute a default under or give rise to any right of acceleration or termination of, any provision of, such Party’s governing documents, any law, rule or regulation applicable to such Party, or any agreement, judgment, injunction, order, decree, or other instrument binding upon the Party or to which such Party’s assets are subject. Each Party also represents and warrants to the other Parties that this Assignment and Assumption Agreement constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms except as limited by (x) applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the enforcement of

creditors' rights generally or (y) laws relating to the availability of specific performance, injunctive relief or other equitable remedies or (z) general principles of good faith and fair dealing

7.

REDACTED

8. Miscellaneous.

(a) Effectiveness. This Agreement shall be effective as of the Effective Date.

(b) Cooperation; Further Assurances; Additional Transfers. Assignor and each Assignee hereby agree to reasonably cooperate with each other in good faith in facilitating any Party's(ies') performance under this Agreement and the Transferred Assets, including, but not limited to, resolving any dispute that may arise thereunder. In the event that at any time after the date hereof any further action is necessary or desirable to carry out the purposes of this Agreement, each Party agrees that it will take such further action (including the execution and delivery of such further instruments and documents) as the other Party(ies) may reasonably request, at the sole cost and expense of the requesting Party(ies). Assignor and each Assignee hereby further agree that, from time to time following the Effective Date, the officers of Holdings may further direct any and all assets and liabilities associated with the transfers provided in this Agreement as among Assignor and each Assignee, including modifying or rescinding any assignment or assumption provided herein, adjusting the date of effectiveness thereof, or interpreting the terms hereof, so as to best give effect, in the opinion of Holdings' management, to the goal of the corporate restructuring and realignment effected in conjunction with this Agreement or correct any deficiency or oversight, or for any tax, accounting, business, administrative reason, or any other reason with a rational business purpose.

(c)

REDACTED

REDACTED

(d) Assignment; Binding Effect. Except as provided in the following sentence, neither Assignor nor Pulselight shall have the right to assign its rights or obligations under this Agreement without the prior written consent of Holdings and any such assignment that is made without such consent shall be void and of no force and effect. Notwithstanding the foregoing, Assignor and Pulselight may assign its obligations under this Agreement without Holding's consent to (i) any successor entity of such Party (whether by merger, consolidation, reorganization, other operation of law or otherwise) or (ii) any acquirer of outstanding equity representing more than fifty percent (50%) of the total combined voting power of such Party's voting securities or all or substantially all the assets of such Party. No permitted assignment shall release any Party (or any successor by operation of law or otherwise as described in the preceding sentence) from any of its obligations under this Agreement that have accrued prior to such permitted assignment. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assignees.

(e) Governing Law. This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to conflicts of law principles.

(f) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(h) Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of all the parties. Any amendment or waiver effected in accordance with this Section shall be binding upon all the parties.

(i) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

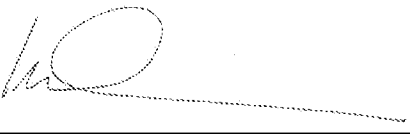
(j) Entire Agreement. This Agreement (including the schedules and exhibits hereto), and the documents and certificates delivered in connection with this Agreement constitute the entire agreement among the parties relating to the subject matter hereof and thereof. No Party shall be liable or bound to any other Party in any manner by any warranties, representations, or covenants except as specifically set forth herein or therein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have caused this Assignment and Assumption Agreement to be duly executed as of the day and year first written above.

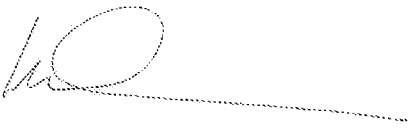
ASSIGNOR:

21CT, INC.

By: 
Irene Williams
President and Chief Executive Officer

ASSIGNEES:

PULSELIGHT HOLDINGS, INC.

By: 
Irene Williams
President and Chief Executive Officer

PULSELIGHT, LLC

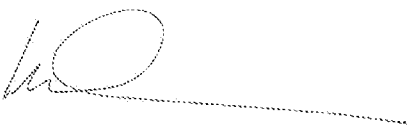
By: 
Irene Williams
President and Chief Executive Officer

EXHIBIT A

EXCLUDED INTELLECTUAL PROPERTY

All intellectual property rights and goodwill associated with the 21CT, Inc. name (or its predecessor name 21st Century Technologies) , including but not limited to, all trademarks, trade names, service marks, copyrights, URLs, domain names and World Wide Web addresses.

EXHIBIT B

EXCLUDED CONTRACTS

REDACTED

REDACTED

1.

11.

REDACTED

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "*Agreement*") is made and entered into effective as of October 1, 2016 (the "*Effective Date*") by and among **Pulselight Holdings, Inc.**, a Delaware corporation ("*Holdings*"), **21CT, Inc.**, a Delaware corporation and a wholly-owned subsidiary of Holdings ("*Assignor*"), and **Pulselight, LLC**, a Texas limited liability company and a wholly-owned subsidiary of Holdings ("*Pulselight*" and, together with Holdings, the "*Assignees*" and each an "*Assignee*") (each of the Assignor and the Assignees a "*Party*" and together the "*Parties*").

WHEREAS, Holdings and Assignor recently effected a corporate "holding company" reorganization whereby (i) Holdings became the parent holding company and Assignor became a wholly-owned subsidiary of Holdings, and the equity holders of Assignor became equity holders of Holdings, and (ii) Holdings formed Pulselight as a wholly-owned subsidiary; and now Assignor, Holdings and Pulselight desire to reallocate certain assets and liabilities from Assignor in order to separate certain lines of business, business functions and the like within the corporate organization;

WHEREAS, Assignor desires to assign, and Holdings desires to receive and assume (as applicable), (i) all of Assignor's Intellectual Property Rights (as defined below), except for the Intellectual Property Rights set forth on **Exhibit A** hereto, (ii) all of Assignor's rights and obligations under the Proprietary Information & Inventions Agreements to which it is a party, (iii)

REDACTED

and

REDACTED

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, the Parties agree as follows:

1. **Assignment of Transferred Assets to Holdings.**

(a) Assignment of Transferred Assets to Holdings. Assignor hereby assigns, grants, transfers and conveys to Holdings all of Assignor's right, title and interest in and to, and where applicable, delegates to Holdings its obligations with respect to, the following (collectively, the "*Holdings Transferred Assets*"):

(i) All of Assignor's Intellectual Property Rights (as defined below), except for the Intellectual Property Rights set forth on **Exhibit A** hereto;

(ii) All of Assignor's rights and obligations under the Proprietary Information & Inventions Agreements to which it is a party;

(iii) REDACTED

;

(iv) REDACTED

; and

(v) REDACTED

“Intellectual Property Rights” means all rights arising from or in respect of any of the following in any jurisdiction throughout the world: (1) patents, patent applications, and patent disclosures including any continuations, divisionals, continuations-in-part, renewals and reissues, (2) trademarks, service marks, trade dress rights, trade names, internet domain names and registrations and applications for registration thereof together with all of the goodwill associated therewith, (3) copyrights (registered or unregistered) and copyrightable works and registrations and applications for registration thereof, (4) computer software (including both source and object code), data, data bases and documentation thereof, excluding any off the shelf software, (5) trade secrets and other protectable confidential or proprietary information, including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice) and Know-how, (6) copies and tangible embodiments thereof (in whatever form or medium) and (7) other information or property protected as intellectual property under the laws of any applicable jurisdiction.

“Know-how” means technical, specialized or useful product, process, procedural, manufacturing, engineering, operational and other business-related knowledge, ideas, inventions (whether or not patentable or protectable as a trade secret), analysis, techniques and practices and other experiential information, and all physical embodiments of the same, including research and historical records, reports, test results, plans, plots, schematics, information summaries and memoranda, operating and procedural manuals, industrial and other designs or specifications, drawings, photographs, flow-charts, formulae, software, data and databases and similar documentary information.

(b) Assumption. Holdings hereby assumes, and agrees to pay, perform and discharge when due, all obligations and liabilities of Assignor under the Holdings Transferred Assets accruing after the date hereof (collectively, the **“Holdings Assumed Liabilities”**).

2. Assignment of Transferred Assets to Pulselight

(a) Assignment of Transferred Assets to Pulselight. Assignor hereby assigns, grants, transfers and conveys to Pulselight all of Assignor’s right, title and interest in and to, and where applicable, delegates to Pulselight its obligations with respect to, the following (collectively,

the “*Pulselight Transferred Assets*” and, together with the Holdings Transferred Assets, the “*Transferred Assets*”):

(i) all of the assets of Assignor not described in Sections 1 or 3 of this Agreement, including all physical and/or technology based assets, properties and rights of Assignor of every kind, nature and description, real, personal or mixed, tangible or intangible, known or unknown, wherever located, and any other assets related, either directly or indirectly, to Assignor’s business, as the same shall exist on the Effective Date; and

(ii) REDACTED

(b) Assumption. Pulselight hereby assumes, and agrees to pay, perform and discharge when due, all obligations and liabilities of Assignor under the Pulselight Transferred Assets and the Assigned Contracts accruing after the date hereof (together with the Holdings Assumed Liabilities, the “*Assumed Liabilities*”).

3. Excluded Assets and Retained Liabilities.

(a) REDACTED

(b) No Assignment or Assumption Except as Expressly Provided Herein. Except as expressly provided in this Agreement, no assets, properties or rights are being assigned or transferred to the Assignees other than the Transferred Assets. Without limiting the generality of the foregoing, Assignor retains all rights, title and interest in all other assets, rights or properties other than the Transferred Assets, including but not limited to the 21CT, Inc. name (or related

predecessor names) (e.g. 21st Century Technologies) and logo(s) and all Intellectual Property or goodwill associated thereto (collectively, the “*Excluded Assets*”). REDACTED

4. REDACTED

5. REDACTED

6. **Authority; Enforceability; No Conflicts.** Each Party represents and warrants to the other Parties that the execution and delivery of this Assignment and Assumption Agreement by such Party and such Party’s performance of its obligations hereunder (i) are within such Party’s corporate power and authority; (ii) have been duly authorized by all necessary corporate action on the part of such Party’s officers, directors and stockholders; (iii) require no consent, approval, order or authorization of any federal, state or local governmental body, court, agency or official or any counterparty to any instrument binding upon the Party or to which such Party’s assets are subject; (iv) will not result in a violation of, constitute a default under or give rise to any right of acceleration or termination of, any provision of, such Party’s governing documents, any law, rule or regulation applicable to such Party, or any agreement, judgment, injunction, order, decree, or other instrument binding upon the Party or to which such Party’s assets are subject. Each Party also represents and warrants to the other Parties that this Assignment and Assumption Agreement constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms except as limited by (x) applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the enforcement of

creditors' rights generally or (y) laws relating to the availability of specific performance, injunctive relief or other equitable remedies or (z) general principles of good faith and fair dealing

7.

REDACTED

8. Miscellaneous.

(a) Effectiveness. This Agreement shall be effective as of the Effective Date.

(b) Cooperation; Further Assurances; Additional Transfers. Assignor and each Assignee hereby agree to reasonably cooperate with each other in good faith in facilitating any Party's(ies') performance under this Agreement and the Transferred Assets, including, but not limited to, resolving any dispute that may arise thereunder. In the event that at any time after the date hereof any further action is necessary or desirable to carry out the purposes of this Agreement, each Party agrees that it will take such further action (including the execution and delivery of such further instruments and documents) as the other Party(ies) may reasonably request, at the sole cost and expense of the requesting Party(ies). Assignor and each Assignee hereby further agree that, from time to time following the Effective Date, the officers of Holdings may further direct any and all assets and liabilities associated with the transfers provided in this Agreement as among Assignor and each Assignee, including modifying or rescinding any assignment or assumption provided herein, adjusting the date of effectiveness thereof, or interpreting the terms hereof, so as to best give effect, in the opinion of Holdings' management, to the goal of the corporate restructuring and realignment effected in conjunction with this Agreement or correct any deficiency or oversight, or for any tax, accounting, business, administrative reason, or any other reason with a rational business purpose.

(c)

REDACTED

REDACTED

(d) Assignment; Binding Effect. Except as provided in the following sentence, neither Assignor nor Pulselight shall have the right to assign its rights or obligations under this Agreement without the prior written consent of Holdings and any such assignment that is made without such consent shall be void and of no force and effect. Notwithstanding the foregoing, Assignor and Pulselight may assign its obligations under this Agreement without Holding's consent to (i) any successor entity of such Party (whether by merger, consolidation, reorganization, other operation of law or otherwise) or (ii) any acquirer of outstanding equity representing more than fifty percent (50%) of the total combined voting power of such Party's voting securities or all or substantially all the assets of such Party. No permitted assignment shall release any Party (or any successor by operation of law or otherwise as described in the preceding sentence) from any of its obligations under this Agreement that have accrued prior to such permitted assignment. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assignees.

(e) Governing Law. This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to conflicts of law principles.

(f) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(h) Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of all the parties. Any amendment or waiver effected in accordance with this Section shall be binding upon all the parties.

(i) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

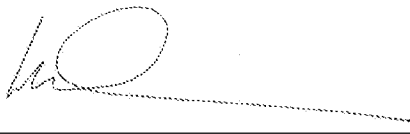
(j) Entire Agreement. This Agreement (including the schedules and exhibits hereto), and the documents and certificates delivered in connection with this Agreement constitute the entire agreement among the parties relating to the subject matter hereof and thereof. No Party shall be liable or bound to any other Party in any manner by any warranties, representations, or covenants except as specifically set forth herein or therein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have caused this Assignment and Assumption Agreement to be duly executed as of the day and year first written above.

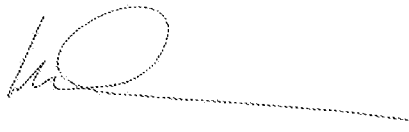
ASSIGNOR:

21CT, INC.

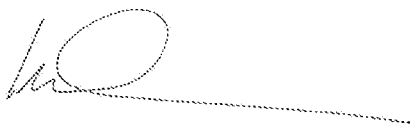
By: 
Irene Williams
President and Chief Executive Officer

ASSIGNEES:

PULSELIGHT HOLDINGS, INC.

By: 
Irene Williams
President and Chief Executive Officer

PULSELIGHT, LLC

By: 
Irene Williams
President and Chief Executive Officer

11.

REDACTED