

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
Nulase International, LLC		01/01/2008	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	Nulase International, Inc.		
Street Address:	1555 Southcross Drive West		
City:	Burnsville		
State/Country:	MINNESOTA		
Postal Code:	55306		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78941530	BLULASE	
Registration Number:	3279811	NULASE	
CORRESPONDENCE DATA			
Fax Number:	(602)631-4529		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6026319100		
Email:	pto_jrm@vclmlaw.com		
Correspondent Name:	Joseph R. Meaney		
Address Line 1:	1938 East Osborn		
Address Line 2:	Venable, Campillo, Logan & Meaney, P.C.		
Address Line 4:	Phoenix, ARIZONA 85016		
ATTORNEY DOCKET NUMBER:	PHJM1138-003		
NAME OF SUBMITTER:	Joseph R. Meaney		
Signature:	/jrm/		

OP \$65.00 78941530

TRADEMARK

Date:

02/07/2008

Total Attachments: 5

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PATENT AND TRADEMARK ASSIGNMENT

THIS AGREEMENT is made and entered into as of January 1st, 2008 by and between NULASE INTERNATIONAL, LLC, a Minnesota limited liability company having its principal place of business at 12226 Nicoller Avenue, Burnsville, Minnesota 55337 (Nulase is referred to herein as "Assignor") and NULASE INTERNATIONAL, INC., a Minnesota corporation located at 1555 Southcross Drive West, Burnsville, MN 55306 ("Assignee").

This Agreement is based on the following premises and objectives:

- A. In a separate agreement, Assignee became the successor to all assets and goodwill of Assignor, including all Patent and Trademark Rights, and specifically including those identified in Exhibits A & B attached hereto;
- B. The parties desire to memorialize the assignment of the Patent and Trademark Rights pursuant to the following terms and conditions.

The parties mutually agree as follows:

For good and valuable consideration paid by Assignee, the receipt of which is hereby acknowledged by Assignor, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, the entire and exclusive right, title and interest in, to and under the Patent Rights, the Trademark Rights, and all other patent and trademark rights that may be based thereon, including all foreign and domestic rights, renewals, divisions, reissues, continuations, continuations-in-part and extensions thereof, to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, to the end of the term or terms for which such Letters Patent or Trademark Registrations may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of the Patent and Trademark Rights, with the right to sue for and collect on such claims for its own use and enjoyment, and for the use and enjoyment of its successors and assigns.

Assignor has read each listed document on Exhibit A and Exhibit B and hereby represents and warrants that it has full legal right; power and authority to sell, assign and transfer the Patent Rights and the Trademark Rights, and that there are no outstanding licenses or unrecorded rights in third parties to use the Patent Rights or the Trademark Rights. Assignor hereby agrees not to execute any agreement in conflict with this assignment and that any prior agreement between any Assignor and a third party is subordinate to this Agreement.

Assignor agrees to execute and deliver all papers and take such other action, as may be necessary or desirable, to protect and perfect title to the Patent and Trademark Rights in the Assignee. Assignor hereby authorize and request the Commissioner of Patents, the Commissioner of Trademarks, or other proper governmental authority, to issue to Assignee, its successors and assigns, all Letters Patent or other patent rights included within the Patent Rights and any trademark registrations or issuing from the Patent and Trademark Rights.


Assignor hereby agrees to communicate to Assignee any facts known that effect the Patent Rights or Trademark Rights, whenever requested, and will testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything reasonably necessary to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection under the Patent Rights and Trademark Rights in all countries.

Assignor agrees that: if any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected or impaired thereby; the waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or a subsequent breach; the provisions of this Agreement shall remain in effect and bind the heirs, successors, assignees, and legal representatives of the parties; this Agreement may be amended or modified only with written consent; no oral waiver, amendment or modification shall be effective under any circumstances whatsoever; the terms of this Agreement are reasonable and that each Assignor has the right to have this Agreement reviewed by anyone of Assignor' choosing, including an attorney.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the date first written above.

ASSIGNOR:

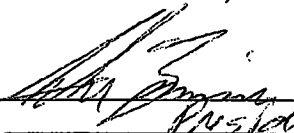
Nulase International, LLC

By 
Its President

January 1, 2008
Date

ASSIGNEE:

Nulase International, Inc.

By 
Its President

January 1, 2008
Date

State of (MN)

County of (Dakota)^{SS}

On Jan 1, 2008 before me personally appeared John Zimmer to me known to be the person described in and who executed the foregoing assignment for himself and on behalf of Nulase International, LLC, and acknowledged that he executed the same as his free act and deed.

Jan 31, 2010
Expiration Date



Susan M Stuppig
Notary Public

State of (MN)

County of (Dakota)^{SS}

On Jan 1, 2008 before me personally appeared John Zimmer, to me known to be the person described in and who executed the foregoing assignment on behalf of Nulase International, Inc., and acknowledged that he executed the same as her free act and deed.

Jan 31, 2010
Expiration Date



Susan M Stuppig
Notary Public

EXHIBIT A

U.S. Patent Applications entitled:

HAND-HELD LASER, a United States design patent application filed April 18, 2006, U.S. design patent application number No. 29/246,488.

LOW-LEVEL LASER SKIN THERAPY SYSTEM, a United States non-provisional utility application filed March 29, 2007, U.S. patent application number 11/693,412, which claims priority to United States provisional application filed March 30, 2006, U.S. patent application number 60/743,974 and United States provisional application filed July 31, 2006, U.S. patent application number 60/820,916.

EXHIBIT B

U.S. Trademark Registration:

NULASE, United States registration number 3279811, having a filing date of June 12, 2006 and a registration date of August 14, 2007.

U.S. Trademark Application:

BLULASE mark (design plus words), serial number: 78941530, filing date July 31, 2006.