

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
BioTex, Inc.		01/23/2009	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Visualase, Inc.		
Street Address:	8058 El Rio Street		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77054		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2704702	VISUALASE	
CORRESPONDENCE DATA			
Fax Number:	(713)741-0122		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713.741.0111		
Email:	ashok@visualaseinc.com		
Correspondent Name:	Visualase, Inc.		
Address Line 1:	8058 El Rio Street		
Address Line 4:	Houston, TEXAS 77054		
ATTORNEY DOCKET NUMBER:	TM1000US01		
NAME OF SUBMITTER:	Ashok Gowda		
Signature:	/ashok gowda/		
Date:	01/23/2009		

OP \$40.00 2704702

Total Attachments: 3

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ASSIGNMENT

THIS ASSIGNMENT, made this 23 day of January, 2009 by **BioTex, Inc.**, a corporation organized under and pursuant to the laws of TEXAS, addressed 8058 El Rio Street, Houston, Texas 77054, United States of America; (hereinafter referred to as Assignor);

WHEREAS, Assignor is the registrant and owner of the trademark entitled "Visualase," registered in the United States Patent and Trademark Office under Registration Number 2704702 and Serial Number 78101715, filed January 9, 2002 and registered April 8, 2003 in International Class 009 (hereinafter referred to as Mark).

WHEREAS, Visualase, Inc., a corporation organized under and pursuant to the laws of TEXAS, having its principal place of business at 8058 El Rio Street, Houston, Texas 77054, United States of America (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said Mark, as well as the right of action and all other rights, including the right to sue or otherwise bring action and to collect and receive damages therefrom for past infringement or misappropriation thereof;

NOW, THEREFORE, in consideration of good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned in Mark, and further including, but not limited to, extensions, renewals, substitutes and reissues granted for said Mark, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the

term or terms for which such trademark may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made;

AND for the same consideration, Assignor hereby sells, assigns, transfers and sets over to Assignee, any and all claims and demands that Assignors may have against any person or entity relating to the right, title and interest in and to said Mark, or other rights to be obtained therefor and thereon, including but not limited to, any claim of infringement of rights, misappropriation of said Mark, whether heretofore or hereafter accrued, together with the right to retain for Assignee any and all sums that Assignee may obtain or recover as a result of the assertion or enforcement of any such claim or demand;

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said Mark, and that the same is unencumbered, and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor, by proper representative, will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of said Mark, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its

successors, legal representatives and assigns, shall advise: that any proceeding in connection with said Mark;

ACKNOWLEDGMENT

BioTex, Inc.

Ashok Gowda

1/23/09

by Ashok Gowda, President and CEO

Date

The State of Texas

County of Harris

Before me, a Notary Public, on this day personally appeared

Ashok Gowda, known to me (or proved to me on the oath of _____) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 23rd day of January, 2009

Sarah Peacock

Notary Public, State of Texas



(PERSONALIZED SEAL)

Sarah Peacock

(Print name of Notary Public here)

My commission expires the 01 day of July, 2012