

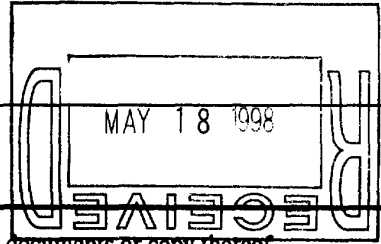
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. Unless filed with a new application, mail to: BOX ASSIGNMENT, Commissioner of Patents and Trademarks, Washington, D.C. 20231.

1. Name of conveying party(ies):

Daniel B. Rayburn

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: NTC Technology Inc.  
Address: 100 North Market Street, Suite #780,  
Wilmington Trust Center  
Wilmington, Delaware 19801

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: May 8, 1998

NOTICE OF EXPRESS MAILING

Express Mail Mailing Label Number: EM175209308US

Date of Deposit with USPS: May 15, 1998

Person mailing Deposit: Timothy W. Ricks

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. U.S. Patent Application No.(s)  
08/592,726

B. U.S. Patent No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning this document should be mailed:

Name: Joseph A. Walkowski  
Trask, Britt & Rossa  
P.O. Box 2550  
Salt Lake City, UT 84110-2550

Attorney Docket No. 2656US

6. Total number of U.S. applications and U.S. patents involved:

7. Total fee (37 C.F.R. § 3.41) ..... \$ 40.00  
(\$40.00 times number in box 6)  
Check no. 09848 is enclosed in this amount.

8. The Commissioner is hereby authorized to charge any deficiency or credit any overpayment to deposit account number 20-1469.

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct.

Joseph A. Walkowski

Name of Person Signing  
Reg. No. 28,765

Signature

May 15, 1998

Date

Total number of pages including cover sheet, attachments and document: 3

**ASSIGNMENT**

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt, sufficiency and adequacy of which are hereby acknowledged, each undersigned ASSIGNOR does hereby:

**SELL, ASSIGN AND TRANSFER** to NTC Technology Inc. ("ASSIGNEE"), a corporation of the state of Delaware having a place of business at 100 North Market Street, Suite #780, Wilmington Trust Center, Wilmington, Delaware 19801, the entire right, title and interest for the United States and all foreign countries in and to any and all improvements which are disclosed in the Application for United States Letters Patent Serial No. 08/592,726 filed on January 26, 1996, and entitled **NON-INVASIVE ESTIMATION OF ARTERIAL BLOOD GASES**, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all foreign countries relating to any of such improvements; all original, reexamined and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application made in the United States;

**AUTHORIZE** the ASSIGNEE to apply for and receive any and all United States and foreign patents relating to such improvements in its own name;

**AUTHORIZE AND REQUEST** the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the ASSIGNEE;

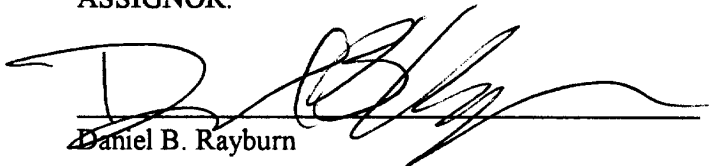
**WARRANT AND COVENANT** that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

**COVENANT**, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, to execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications relating to any and all such improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything possible which the ASSIGNEE shall consider

desirable for vesting title to such improvements in the ASSIGNEE, and to secure, maintain, defend and enforce valid and enforceable patent protection for such improvements;

AGREE and ACKNOWLEDGE that the SALE, ASSIGNMENT AND TRANSFER of rights and property set forth herein is and shall be IRREVOCABLE and BINDING upon the heirs, assigns, representatives and successors of each undersigned ASSIGNOR and EXTEND to the successors, assigns and nominees of the ASSIGNEE.

ASSIGNOR:

  
Daniel B. Rayburn

Date 5/8/98

STATE OF VA)  
COUNTY OF Fairfax) : ss.

BEFORE ME, the undersigned authority, on this 8<sup>th</sup> day of May, 1998, personally appeared Daniel B. Rayburn, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

  
Notary or Consular Officer

NA2181\2656\Assignment.wpd 2/20/98

KAWTHER ALANI  
NOTARY PUBLIC COMMONWEALTH OF VIRGINIA  
My Commission Expires September 30, 2000