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PATENT

REEL: 9477 FRAME: 0806

Correspondent Name and Address

Area Code and Telephone Number

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Address (line 2) 39 State Street

Address (line 3) Rochester, New York 14614-1310

Address (line 4)

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Patent Number(s)

09/152579

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Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

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Ronald S. Kareken

Name of Person Signing



Signature

9/14/98

Date

ASSIGNMENT


WHEREAS, Norman R. McCombs, residing at 109 Millwood Drive, Tonawanda, New York 14150, and **Mark R. Mizerkiewicz**, residing at 1274 Harvard Avenue, North Tonawanda, New York 14120 (collectively hereinafter "Assignor") invented certain new and useful improvements in **Non-Contact Gas Dispenser and Apparatus for Use Therewith** (hereinafter "Invention"), for which Assignor has executed on even date herewith an application for United States Letters Patent (hereinafter "Application"); and


WHEREAS, AirSep Corporation of 290 Creekside Drive, Buffalo, New York 14228-2070, a New York Corporation (hereinafter "Assignee") is desirous of obtaining Assignor's entire right, title and interest in, to and under said Invention and Application;

NOW, THEREFORE, in consideration of ten dollars paid to Assignor and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned and transferred, and by these presents does hereby sell, transfer and assign to Assignee, Assignee's successors, legal representatives or assigns, Assignor's entire right, title and interest in, to and under said Invention and Application, all U.S. Provisional Applications for Patent, including **Applications Ser. No. 60/058,806 for Non-Contact Gas Dispenser, and No. 60/058,807 for Setting Concentration and Flow Rate in a Pressure Swing Adsorption Apparatus, both filed September 15, 1997**, and any and all divisions, continuations and continuations-in-part of thereof, all priority rights therein, and all Letters Patent which may be granted thereon and all renewals and extensions thereof, and all applications for Letters Patent which may be filed thereon in every country or countries other than the United States and all Letters Patent which may be granted thereon by such other country or countries and all renewals and extensions thereof. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any other such country or countries whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent therefor to Assignee, Assignee's successors, legal representatives or assigns as provided by this instrument.

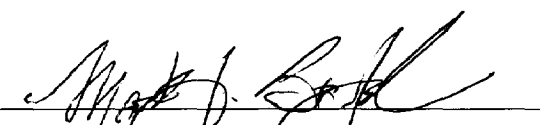
Assignor covenants and warrants that Assignor has the full right and power to convey the entire interest herein assigned, and that Assignor has not executed and shall not hereafter execute any document in conflict with this assignment or constituting a lien against or right under the subject matter assigned. Assignor further covenants and agrees to communicate to said Assignee, Assignee's successors, legal representatives or assigns, any facts known to Assignor respecting said Invention, to testify in any proceedings, to sign all lawful papers, and to execute all applications for patent and other documents and generally to do everything possible to aid Assignee, Assignee's successors, legal representatives or assigns to obtain and enforce any and all Letters Patent for said Invention in all countries.


In testimony whereof, Assignor has set Assignor's hand and seal this 14th day of September, 1998.


Norman R. McCombs


Mark R. Mizerkiewicz

Witnessed:

Signature: 
Print name: Mark J. St. John

Signature: 
Print name: Robert E Casey