

10-09-1998

R SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



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Tab settings

To the Honorable Commissioner c

100847354

the attached original documents or copy thereof.

1. Name of conveying party(ies):

PETER SCHUERCH

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

Name: BANK BOSTON 25 N A

Internal Address: CREDIT FINANCE

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

3. Nature of conveyance:

9-30-98

Assignment

Merger

Security Agreement

Change of Name

Other

Street Address: 100 FEDERAL ST

City: BOSTON State: MA ZIP: 02110

Execution Date: 9/8/98

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

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. Patent Application No.(s)

B. Patent No.(s) 5, 511, 255

Additional numbers attached?  Yes  No

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

Name: JOHN M. BRANDT

Internal Address:

Street Address: 60 THAXTER ST.

City: HINGHAM State: MA ZIP: 02043

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

10/08/1998 TTOM11 00000130 5511255

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

JOHN M. BRANDT  
Name of Person Signing

John M. Brandt  
Signature

9/18/98  
Date

Total number of pages comprising cover sheet: 1


PATENT ASSIGNMENT

In consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned, grant to Bank Boston NA, having a place of business at 100 Federal Street, Boston, Massachusetts 02110, its successors, assigns and legal representatives, 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 United States Letters Patent entitled MEDICAL PATIENT SHIFTING DEVICE AND METHOD OF USE, number 5,511,255 issued April 30, 1996, in and to said patent and all divisional, continuing, substitute, renewal, and or reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements, and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and

Covenant with said Assignees, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement effecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

This assignment is made only for the purpose of securing a loan in the amount of fifty thousand dollars from the Assignee to the Assignor and no right to exercise this assignment shall accrue until such time as the assignor should default on the repayment of such loan.

Date: 9/8/98

  
Peter Schuerch

**SUPPLEMENTAL LOAN AGREEMENT**

**BORROWER:** Schuerch Corporation ;

**GUARANTORS:** Peter Schuerch

**LENDER:** BankBoston, N. A.

**DATE:** September 11, 1998

**LOAN AMOUNT:** \$50,000.00

**WHEREAS,** the above referenced Borrower has requested a loan from the Lender which loan is to be guaranteed by Peter Schuerch ("Guarantor"); and

**WHEREAS,** the Lender as a condition of the loan has made the loan subject to certain requirements set forth in its letter dated, August 21, 1998 a copy of which is attached hereto as Exhibit A; and

**WHEREAS,** some of these requirements shall be continuing obligations during the term of the loan;

**NOW THEREFORE,** in consideration of the loan and other valuable consideration, receipt of which is hereby acknowledged, the undersigned Borrower and Guarantor do hereby agree to comply with all loan requirements set forth on Exhibit A during the term of the loan.

In addition, whereas Guarantor is required to assign his interest in United States Letter Patent entitled Medical Patent Shifting Device 5,511,255 issued April 30, 1996 to Lender as security for the Loan, the Lender hereby agrees to reassign its interest in said Patent when all amounts outstanding pursuant to the Loan have been paid in full.

**IN WITNESS WHEREOF,** the undersigned do hereunto set their hands and seals this 11 day of September, 1998.

**GUARANTORS:**

**BORROWER:**

By: *Peter Schuerch*  
Peter Schuerch

Schuerch Corporation  
By: *Peter Schuerch*  
Peter Schuerch, President

BankBoston, N. A.  
By: *[Signature]*  
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