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FORM PTO-1595

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

PATENTS ONLY

Attorney Docket No.: 45494-011

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Theodora Bellas ROSENBERG and
B. Robert MOZAYENI2. Name and address of receiving party(s):
BTL International, LLC
11489 Lake Potomac Drive
Potomac, Maryland 20854

Additional name(s) of conveying party(ies) attached? NO

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

3. Nature of conveyance:

- ☒ Assignment
 Merger
 Security Agreement
 Change of Name
 Other

Execution Date: November 14, 1998 and November 15, 1998

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) 5,830,360

Additional numbers attached? No

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

Michael E. Fogarty, Esq.
 McDermott, Will & Emery
 600 13th Street, N.W.
 Washington, DC 20005

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

400

8. Deposit Account No: 13-0203

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

DO NOT USE THIS SPACE

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.*

Michael E. Fogarty, No. 36,139
 Name of Person Signing

Signature/Date: 17 November 1998

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

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

11/18/1998 581000 00000143 130203 5830360
 Sale Ref: 00000190 RAN: 130203 5830360
 01 FC:581 40.00 CH

PATENT
 REEL: 9580 FRAME: 0564

**AMENDED AND RESTATED
ASSIGNMENT AND BILL OF SALE**

WHEREAS, Theodora Bellas Rosenberg ("Rosenberg") and B. Robert Mozayani ("Mozayani") (the "Members"), have executed an Assignment and Bill of Sale (executed on June 30, 1998 by Rosenberg and on August 4, 1998 by Mozayani) made as a capital contribution as set forth in that certain Limited Liability Company Agreement dated as of July 2, 1998 (the "Company Agreement") of BTL International LLC (the "Company").

WHEREAS, the Members wish to amend and restate the Assignment and Bill of Sale to include the Patent Number for the invention, as hereinafter more fully set forth;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, the Members, as a capital contribution as set forth in the Company Agreement, do hereby bargain, sell, grant, convey, transfer and assign unto the Company all of the Members' right, title and interest in, whether now owned or hereafter acquired, now existing or hereafter arising and where ever located in the Intellectual Property (as defined in the Company Agreement), including without limitation U.S. Patent No. 5830360 published on November 3, 1998.

For all purposes of this Amended and Restated Assignment and Bill of Sale, except as otherwise expressly provided or unless the context otherwise requires, (a) the terms specifically defined in this Amended and Restated Assignment and Bill of Sale have the meanings assigned to them in the Assignment and Bill of Sale and (b) capitalized terms used herein that are not otherwise specifically defined shall have the meanings ascribed thereto in the Company Agreement. This Amended and Restated Assignment and Bill of Sale and all terms used herein shall be construed in accordance with the Company Agreement.

The Members have sold, assigned and transferred, and by these presents do sell, assign and transfer unto the Company, the entire right, title and interest for the United States in and to the invention and application hereinabove identified, and any Letters Patent of the United States that may issue for such invention, together with the entire right, title and interest in and to said invention and applications for Letters Patent and Letters Patent therefor, in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; to have and to hold for the sole and exclusive use and benefit of the said Assignee, its successors and assigns, to the full end of the term or terms for which any and all of said Letters Patent for said inventions may issue.

Each of the Members agree to use its best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable to consummate and make effective the transactions contemplated by this Amended and Restated Assignment and Bill of Sale, including, without limitation,

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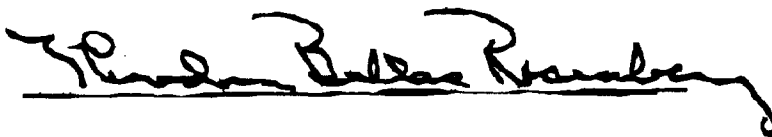
obtaining all authorizations, consents, waivers and approvals as may be required in connection with the transfer of the Intellectual Property to the Company. Each of the Members shall at any time, and from time to time after the date hereof, upon request of the other party hereto, execute, acknowledge and deliver all such further deeds, assignments, transfers, conveyances, powers of attorney and assurances, and take all such further action, as may be required to carry out the intent of this agreement, and to transfer and vest title to the Intellectual Property, and to protect the right, title and interest in and enjoyment of the Intellectual Property; provided, however, that this Amended and Restated Assignment and Bill of Sale shall be effective regardless of whether any such additional documents are executed.

And the Members do hereby covenant and agree, for themselves and their legal representatives, that they will assist the Company in the prosecution of the application herein identified; in the making and prosecution of any other applications for Letters Patent that the Company may elect to make covering the invention herein identified, as hereinabove set forth; in vesting the Company like exclusive title in and to all such other applications and Letters Patent; and in the prosecution of any interference that may arise involving said invention, or any application or Letters Patent herein contemplated; and that they will execute and deliver to the Company any and all additional papers that may be requested by the Company to fully carry out the terms of this Assignment.

And the Commissioner of Patents and Trademarks is hereby authorized and requested to issue Letters Patent to the Company in accordance with the terms of this Assignment.

IN WITNESS WHEREOF, the Members have executed this instrument
this 14 day of November, 1998.

THEODORA BELLAS ROSENBERG



B. ROBERT MOZAYENI

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obtaining all authorizations, consents, waivers and approvals as may be required in connection with the transfer of the Intellectual Property to the Company. Each of the Members shall at any time, and from time to time after the date hereof, upon request of the other party hereto, execute, acknowledge and deliver all such further deeds, assignments, transfers, conveyances, powers of attorney and assurances, and take all such further action, as may be required to carry out the intent of this agreement, and to transfer and vest title to the Intellectual Property, and to protect the right, title and interest in and enjoyment of the Intellectual Property; provided, however, that this Amended and Restated Assignment and Bill of Sale shall be effective regardless of whether any such additional documents are executed.

And the Members do hereby covenant and agree, for themselves and their legal representatives, that they will assist the Company in the prosecution of the application herein identified; in the making and prosecution of any other applications for Letters Patent that the Company may elect to make covering the invention herein identified, as hereinabove set forth; in vesting the Company like exclusive title in and to all such other applications and Letters Patent; and in the prosecution of any interference that may arise involving said invention, or any application or Letters Patent herein contemplated; and that they will execute and deliver to the Company any and all additional papers that may be requested by the Company to fully carry out the terms of this Assignment.

And the Commissioner of Patents and Trademarks is hereby authorized and requested to issue Letters Patent to the Company in accordance with the terms of this Assignment.

IN WITNESS WHEREOF, the Members have executed this instrument this 15th day of November, 1998.

THEODORA BELLAS ROSENBERG

B. ROBERT MOZAYENI

