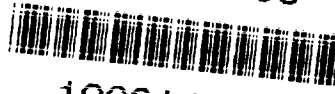


MRP 11-30-98

FORM PTO-1595  
1-31-92  
SQUR-0003

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

12-09-1998



100914840

To The Honorable Commissioner of Patents thereof.

attached original documents or copy

1. Name of conveying party(ies):

Mark Yelderman, Daniel S. Goldberger and James R. Braig

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

3. Nature of Conveyance:

- Assignment      ( ) Merger
- Security Agreement
- Change of Name
- Other:

Execution Date(s): October 20, 1998 and November 12, 1998

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

Name: ThermaCare Partnership

Street Address: 1105 Atlantic Avenue, Suite 101 Alameda, California 94501

City: Alameda

State CA ZIP 94501

Additional name(s) & address 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)

5,159,936

Additional numbers attached? ( ) YES (X) NO

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

Name: Michael P. Dunnam, Esq.  
Internal Address: WOODCOCK WASHBURN KURTZ MACKIEWICZ & NORRIS LLP  
One Liberty Place - 46th Floor  
Philadelphia, Pennsylvania 19103-7301

Street Address: WOODCOCK WASHBURN KURTZ MACKIEWICZ & NORRIS LLP  
One Liberty Place - 46th Floor  
1650 Market Street  
Philadelphia, Pennsylvania 19103-7301

6. Total number of applications and patents involved:  
One (1)

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

- Enclosed
- Authorized to be charged to Deposit Account Number 23-3050

8. Please charge any deficiency or credit any overpayment to Deposit Account Number 23-3050

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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.

Michael P. Dunnam/32,611  
Name of Person Signing/Reg. No.

Signature

November 25, 1998  
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

12/07/1998 JMWATKINS 00000064 5159936

FC:581

40.00 UP

**DOCKET NO.: SQUR-0003**

**ASSIGNMENT**

WHEREAS, we **Mark Yelderman, Daniel S. Goldberger and James R. Braig**, hereinafter referred to as the assignors, residing respectively at **4141 Mendenhall, Dallas, Texas 75244, USA; 4760 Walnut Street, #102, Boulder, Colorado 80301 USA; and 280 Mountain Avenue, Piedmont, California 94611, USA** are the joint inventors of certain inventions or improvements for which we have made application for Letters Patent to the United States, identified as Case No. **SQUR-0003**, entitled **NONCONTACT INFRARED TYMPANIC THERMOMETER**, Serial No. **07/570,205** filed **August 17, 1990**, which has now issued as U.S. Patent **5,159,936**, and

WHEREAS, **ThermaCare Partnership**, hereinafter referred to as the assignee, of **1105 Atlantic Avenue, Suite 101, Alameda, California 94501, USA**, a partnership of **California**, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to each of us in hand paid by said assignee, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said assignee, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions and renewals of and substitutes for said application, and in, to and under U.S. Patent **5,159,936** and in, to and under any and all additional Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of all said Letters Patent, and assign to and authorize said assignee to file in our names applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent to said assignee, its successors, assigns, nominees, or legal representatives, and each of us agrees to communicate to said assignee or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any

**PATENT  
Joint Inventors**

and all countries, all at the expense, however, of said assignee, its successors, assigns, nominees or legal representatives.

AND we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

Mark Yelder (L.S.)  
Mark Yelderman

Dan Goldberg (L.S.)  
Daniel S. Goldberger

James R. Braig (L.S.)  
James R. Braig

STATE OF TEXAS :  
: SS  
COUNTY OF DALLAS :

On this 12<sup>th</sup> day of NOVEMBER, 1998, before me personally came the above named Mark Yelderman to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.

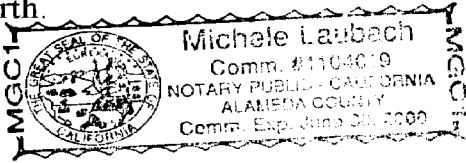


Keith MacNeill  
Notary Public

Alameda

COUNTY OF Alameda : SS

On this 20<sup>th</sup> day of October, 1998, before me personally came the above named Daniel S. Goldberger to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.



Michele Laubach  
Notary Public

Alameda

COUNTY OF Alameda : SS

On this 20<sup>th</sup> day of October, 1998, before me personally came the above named James R. Braig to me personally known and known to me to be the same individual who executed the foregoing assignment, and who acknowledged to me that execution of the same was of that person's own free will for the use and purposes therein set forth.



Michele Laubach  
Notary Public