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101016429 (D24-4)**U.S. Department of Commerce** FORM PTO-1619A Patent and Trademark Office APR 0 8 1999 5 OMB 0651-0027 PATENT IRADEMA? RECORDATION FORM COVER SHEET PATENTS ONLY-TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies). **Submission Type** Conveyance Type **Assignment Security Agreement** New Resubmission (Non-Recordation) License Change of Name Document ID# Correction of PTO Error Other to amend Assignment Merger Reel # Frame # U.S. Governmentdocument recorded at (For Use ONLY by U.S. Government Agencies) Pool #7940 **Corrective Document** Reel #7940 Secret File Frame #0589 Reel # Frame # Departmental File Conveying Party(ies) Mark if additional names of conveying parties attached Execution Date Month Day 05 1999 Name (line 1) Kelly, Kevin A. 01 Name (line 2) Execution Date Month Day Year Second Party Thomas E. Lach, 05 1999 Name (line 1) Name (line 2) Receiving Party Mark if additional names of receiving parties attached If document to be recorded Name (line 1) Deca-Medics, Inc. is an assignment and the receiving party is not domiciled in the United Name (line 2) States, an appointment of a domestic representative is attached. Address (line 1) 2427 Tremont Road (Designation must be a separate document from Address (line 2) Assignment.) 43221  $\overline{
m OH}$ Address (line 3) Columbus State/Country 80 E **Domestic Representative Name and Address** Enter for the first Receiving Party only. Name Eugene F. Friedman Monadnock Bldg. -- Ste. 1633 Address (line 1) Address (line 2) West Jackson Boulevard Address (line 3) Chicago, Illinois 60604 Address (line 4) FOR OFFICE USE ONLY 04/21/1999 JSHRBRZZ 00000220 09059497 80.00 OP 01 FC:581

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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FORM PTO- Expires 05/30/99 OMB 0651-0027		S. Department of Commerce stent and Trademark Office PATENT		
Corresponde	ent Name and Address  Area Code and Telephone Number (312)	922-8882		
Name [	Eugene F. Friedman			
Address (line 1)	Monadnock Bldg Ste. 1633			
Address (line 2)	53 West Jackson Boulevard			
Address (line 3)	Chicago, Illinois 60604			
Address (line 4)				
Pages	Enter the total number of pages of the attached conveyance document including any attachments.	# []]		
• •	Number(s) or Patent Number(s) Mark if additional to			
Pate 9/059, 49	Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same ent Application Number(s)  Patent Number  5,738,637   being filed together with a new Patent Application, enter the date the patent application was a named executing inventor.			
•	eration Treaty (PCT) PCT PCT PCT	PCT		
<u>only</u>		PCT		
has not been assigned.  Number of Properties  Enter the total number of properties involved. # 2				
Fee Amount	Fee Amount for Properties Listed (37 CFR 3.41): \$ 80,0	00		
Method of Payment: Enclosed X Deposit Account Deposit Account				
(Enter for payment by deposit account or if additional fees can be charged to the account.)  Deposit Account Number: # 06-2135				
Authorization to charge additional fees: Yes X No				
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 origi <del>nal d</del> ocument. Charges to deposit account are authorized, as indicated herein.				
Eugene F. Friedman  Celqua Suelluca March 30, 1999  Name of Person Signing  Signature  Date				
1	, ,			

PATENT REEL: 9827 FRAME: 0134 APR 0 8 1999 52

FORM PTO-1619C Expires 06/30/99 OMB 0651-0027

## CONTINUATION PATENTS ONLY

U.S. Department of Commerce Patent and Trademark Office PATENT

OMB 0651-0027	P/	ATENTS ONLY	PATENT		
Conveying Party(ies)  Mark if additional names of conveying parties attached					
Enter additional	• •		Execution Date Month Day Year		
Name (line 1)	Lach, Ralph D.		01 05 1999		
Name (line 2)			Execution Date		
Name (line 1)	Handshy, Arthur W	•	Month   Day   Year		
Name (line 2)			Execution Date		
Name (line 1)			Month Day Year		
Name (line 2)					
Receiving Pa	rty(ies)	Mark if additional names o	receiving parties attached		
Enter additional	Receiving Party(ies)				
Name (line 1)			If document to be recorded is an assignment and the		
Name (line 2)			receiving party is not domicited in the United States, an appointment of a domestic representative		
Address (line 1)			is attached. (Designation must be a separate		
Address (line 2)			document from Assignment.)		
Address (line 3)	City	State/Country	Zip Code		
Name (line 1)			if document to be recorded is an assignment and the		
Name (line 2)			receiving party is not domiciled in the United States, an appointment of a		
Address (line 1)			domestic representative is attached. (Designation must be a separate document from		
Address (line 2)			Assignment.)		
Address (line 3)	City	State/Country	Zip Code		
Application Number(s) or Patent Number(s) Mark if additional numbers attached					
		Patent Number (DO NOT ENTER BOTH no	· · · ·		
P	atent Application Number(s)		Patent Number(s)		

**PATENT** 

**REEL: 9827 FRAME: 0135** 

PATENTS ONLY

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MO-12-18-95

	To the Monorable Please record the a	Commissioner of Patents and Trademarks: attached original document or copy thereof.  DEC 101		
1.	a) Kevin A. Kelly b) Thomas E. Lach 75331 II S. Da	<ol> <li>Name and Address of Party(ies) receiving an interest:</li> <li>Name: <u>Deca-Medics</u>, <u>Inc.</u></li> </ol>		
	c) Ralph D. Lach d) Arthur W. Handshy	Street Address : 4101 Leap Road		
	Ø5/17/96	City: Hilliard State: Ohio Zip: 43026		
	· · · · · · · · · · · · · · · · · · ·	Additional name(s) & addresses attached? Yes No _X		
3.	Description of the interest conveyed:			
	X Assignment Change of A	Name Other		
	Security Agreement Merger			
	Execution Date(s): a) 12/12/95; b) 12/12/95;	; c) 12/12/95; d) 12/12/95;		
4.	Application number(s) or patent number(s). Additional sheet attached? Yes No $\underline{X}$ If this document is being filed together with a new application, the execution date of the application is:			
۸.	Patent Application No.(s)  APR 0 8 1999  APR 0 8 1999	Date  B. Patent No.(s)		
5.	Name and address of party to whom correspondence concerning document should be mailed:	6. Number of applications and/or patents involved: One (1)		
	Name: <u>Frank H. Foster</u> Internal Address:	7. Amount of fee <u>enclosed</u> or authorized to be charged: \$40.00		
	Street Address: 7632 Slate Ridge Blvd.  City: Reynoldsburg State: Ohio Zip: 43068-3126	8. Deposit account number (Attach duplicate copy of this form if paying by deposit account): 13-3393		
	DO N	OT USE THIS SPACE		
9.	I declare under penalty of perjury under the land correct, executed on:	aws of the United States of America that the foregoing is true $2 - 15 - 95$		
\	Tall to	Frank H. Foster		
	Signature	Name of Person Signing		

40.00 CK 070 PG 01/26/96 0857/465 1 583 40.00 585 Total number of pages including cover sheet, attachments and document: Five (5)

**PATENT** 

**REEL: 9827 FRAME: 0136** 

## ASSIGNMENT AGREEMENT REVISIONS

## Background:

- 1. Kevin A. Kelly of 744 Amity Road, Galloway, Ohio; Thomas E. Lach and Ralph D. Lach both of 2427 Tremont Road, Columbus, Ohio 43221; and Arthur W. Handshy of 6728 Lakeside, Worthington, Ohio, (collectively referred to below as the "Assignors") are the inventors of the invention disclosed and claimed in United States patent 5,738,637, entitled CHEST COMPRESSION APPARATUS FOR CARDIAC ARREST, issued on April 14, 1998, (the "Patent") from U. S. patent application serial no. 8/573,465 filed on December 15, 1995. The Assignors are also listed as the inventors in the U.S. patent application serial no. 9/059,497 filed on April 13, 1998, (the "Application"). The Application constitutes a continuation of the Patent.
- 2. Deca-Medics, Inc., ("Deca-Medics") is an Ohio corporation with a place of business at 2427 Tremont Road, Columbus, Ohio 43221. Deca-Medics employed the Assignors during the time that they made the inventions set forth in the Patent and in the Application. The assignors were employed by Deca-Medics specifically for the purpose of making inventions and developments in the field of cardiopulmonary resuscitation ("CPR").
- 3. By a document entitled "PATENT APPLICATION AND INVENTION ASSIGNMENT" (the "Assignment", a copy of which, along with its recording sheet, is attached as Exhibit A), the Assignors sold, assigned, and transferred to Deca-Medics and "its successors, assigns, and legal representatives the entire right, title and interest (excepting the reversionary interest discussed below)" in all inventions disclosed in the Patent. The assignment extends to the Patent and to the Application. The Assignment was executed by the Assignors on December 12, 1995, and recorded in the United States Patent and Trademark Office (PTO) on December 15, 1995, at Reel 7940, Frame 0589. A copy of the Assignment is attached as Exhibit A. Exhibit B shows the cover sheet submitted to the PTO for recording and provides the information concerning the recording of the assignment by the PTO.
- 4. The reversionary interest set forth in the Assignment and mentioned in the preceding causes the assigned interests to automatically revert to the Assignors if, *inter alia*, the successors in interest of the assignee (i.e., Deca-Medics) cease business operations while owning the Patent, the Application, or any patent on an invention disclosed in the Patent.
- 5. The Assignors and Deca-Medics, however, agree that if Deca-Medics voluntarily and properly transfers Deca-Medics' interests in the Patent, the Application, or any other noted patent, then the Assignors should no longer retain any reversionary interests in the interests assigned. In other words, Deca-Medics should have the ability to voluntary transfer the patent rights enumerated without any accompanying reversionary rights of the Assignors.

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- 6. Additionally, the Assignors desire to make arrangements amongst themselves for the eventuality that the assigned interests do revert to them because of the happening of the contingency stated in the Assignment.
- 7. Accordingly, Deca-Medics and the Assignors agree to the following revisions of their original Assignment as follows.

## Covenants:

- 1. In consideration of their executing this ASSIGNMENT AGREEMENT REVISIONS, Deca-medics has paid to each of the Assignors one dollar (\$1.00) and other good and valuable consideration, the receipt of which each of the Assignors acknowledges.
- 2. In the event that Deca-Medics voluntarily and employing proper corporate procedures assigns, sells, and transfers the right, title, and interest assigned, sold, and transferred in the Assignment in other than an assignment for the benefit of creditors or in any bankruptcy proceeding, then the Assignors at the time of such transfer relinquish their reversionary interest set forth in the Assignment.
- 3. If the reversionary interest set forth in the Assignment vests in the Assignors and the right, title, and interest sold, assigned and transferred by the Assignment reverts to the Assignors, then the Assignors agree that none will take any action to use, license, sell, assign, or transfer any right, title, or interest in the Patent, the Application, or any and all inventions disclosed in the Patent unless a majority of the Assignors then living agree to do so.

Keyin A. Kelly (LS

State of Ohio )
) ss
County of Franklin )

Before me this 5<sup>th</sup> day of December, 1998, personally appeared Kevin A. Kelly, personally known to be the person who is described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Notary Public

(Affix seal here)

Page 2 of 4

PATENT REEL: 9827 FRAME: 0138

State of Ohio )					
) ss					
County of Franklin )					
Before me this 5 day of December, 1998, personally appeared Thomas E. Lach, personally known to be the person who is described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.					
(Affix seal here)	Otary Public, STATE OF OHIO MY COMMISSION EXPIRES AUG. 19, 1999				
	(LS)				
R	alph D. Lach				
State of Ohio ) ) ss County of Franklin )					
Before me this day of December, 1998, personally appeared Ralph D. Lach, personally known to be the person who is described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.					
S N	Jeogra R. Birko  Totary Public				

GEORGINA R. BIRKO
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES APRIL 4, 1999

(Affix seal here)

Arthur W. Handshy (LS)

State of Ohio ) ss

County of Franklin )

Before me this January 1998, personally appeared Arthur W. Handshy, personally known to be the person who is described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Notary Public

(Affix seal here)



RECORDED: 04/08/1999