| RECO | 02-1999 (EET 083645 |
|---|---|
| TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS: PLE 1. NAME OF CONVEYING PARTY(IES): Maynard Ramsey, III G. 29-9 ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED? YES X_NO 3. NATURE OF CONVEYANCE: X ASSIGNMENT SECURITY AGREEMENT MERGER OTHER: EXECUTION DATE: | ASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF. 2. NAME AND ADDRESS OF RECEIVING PARTY(IES): CardioCommand, Inc. 5660-G West Cypress Street Tampa, FL 33607 ADDITIONAL NAME(S) AND ADDRESS(ES) ATTACHED?YES NO |
| APPLICATION NUMBER(S) OR PATENT NUMBER(S F THIS DOCUMENT IS BEING FILED TOGETHER WITH A NEW APPLICATION A. PATENT APPLICATION NUMBER(S) 09/113,873 ADDITIONAL NUMBERS ATTACHED?YES <u>x</u> NO NAME AND ADDRESS OF PARTY TO WHOM CORRESPONDENCE CONCERNING DOCUMENT SHOULD BE MAILED: George H. Gerstman GERSTMAN, ELLIS & MCMILLIN, LTD. Two North LaSalle Street Suite 2010 | b. PATENT NUMBER(S) 6. TOTAL NUMBER OF PATENTS OR APPLICATIONS INVOLVED: 1 7. TOTAL FEE (37 CFR § 3.41): \$40.00 |
| Chicago, Illinois 60602 DO NOT USE THIS SPACE 9. STATEMENT AND SIGNATURE. | 8. DEPOSIT ACCOUNT NUMBER: 07-1141 |

ASSIGNMENT

Docket No. 14310

Serial No. <u>09/113,873</u>

Filed: July 10, 1998

Maynard Ramsey, III, hereinafter the assignor, for good and valuable consideration, hereby assigns to CardioCommand, Inc., a Delaware corporation, hereinafter the assignee, its successors and assigns, the entire right, title and interest in the invention or improvements of the assignor disclosed in an application for Patent of the United States, identified as Case No. 14310 in the offices of Gerstman, Ellis & McMillin, Ltd., Two North LaSalle Street, Suite 2010, Chicago, Illinois 60602 and entitled ESOPHAGEAL CATHETERS AND METHOD OF USE in said application and any and all other applications, both United States and foreign, which the assignor may file, either solely or jointly with others, on said invention or improvements, and in any and all Patent of the United States and foreign countries which may be obtained on any of said applications and in any reissue or extension of such patents.

The assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue said Patent to said assignee.

The assignor warrants himself to be the owner of the entire right, title and interest in said invention or improvements and to have the right to make this assignment, and further warrants that there are no outstanding prior assignments, licenses, or other encumbrances on the interest herein assigned.

For said considerations the assignor hereby agrees, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation and substitute applications for said invention or improvements, and any necessary declaration, oath, or affidavit relating thereto, and any application for the reissue or extension of any Patent that may be granted upon said application, and any and all applications and other documents for Patent in foreign countries on said invention or improvements that said assignee, its successors, or assigns may deem necessary or expedient, and for the said considerations the assignor further agrees, upon the request of said assignee, its successors, or assigns, to cooperate to the best of the ability of the assignor with said assignee, its successors, or assigns, in any proceedings or transactions involving such application or patents, including the preparation and execution of preliminary statements, giving and producing evidence, and performing any and all other acts necessary to obtain and enforce said Patent, both United states and foreign, and vest all rights therein hereby conveyed in the assignee, its successors, and

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PATENT REEL: 010059 FRAME: 0512 assigns, whereby said patent will be held and enjoyed by the said assignee, its successors and assigns to the full end of the term for which said Patent will be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment had not been made.

Date: 6/17/99

State of Florida

County of Hillsborough

BONDED THRU

IC BONDING CO., INC.

On this 17 day of Anne, 1999, before me, a Notary Public in and for the County and State aforesaid, appeared Maynard Ramsey, III, to me personally known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act and for the use and purpose therein expressed.

WITNESS my hand and seal the day and year last above given. Notary Public PENNY M. WACHMAN COMMISSION # CC 556025 19, 2000

(SEAL)