

MPO 10/22/99

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U.S. Department of Commerce  
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PATENT



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JCS98 U.S. PTO  
09/425126  
10/22/99

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Submission Type

New

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Conveyance Type

Assignment  Security Agreement

License  Change of Name

Merger  Other \_\_\_\_\_

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Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1)	Sioshansi, Piran	Execution Date	Month	Day	Year
			10	15	99
Name (line 2)	_____				
<b>Second Party</b>		Execution Date	Month	Day	Year
Name (line 1)	Bricault, Jr., Raymond J.		10	15	99
Name (line 2)	_____				

09/425126

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) RadioMed Corporation

Name (line 2) \_\_\_\_\_

Address (line 1) 9 Linnel Circle

Address (line 2) \_\_\_\_\_

Address (line 3) Billerica MA 01821

City State/Country Zip Code

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name \_\_\_\_\_

Address (line 1) \_\_\_\_\_

Address (line 2) \_\_\_\_\_

Address (line 3) \_\_\_\_\_

Address (line 4) \_\_\_\_\_

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PATENT

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**Correspondent Name and Address**

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**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Application Number(s) or Patent Number(s)**  Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

**Patent Number(s)**

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If this document is being filed together with a new Patent Application, enter the date the patent application was filed. Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>
PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the Deposit Account Number: #

Authorization to charge additional fees: Yes  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 original document. Charges to deposit account are authorized, as indicated herein.

Elizabeth A. Levy  
Name of Person Signing

  
Signature

October 22, 1999  
Date

## ASSIGNMENT OF PATENT RIGHTS

We, **Piran Sioshansi and Raymond J. Bricault, Jr.**, residing, respectively, at **15 Smith Hill Road, Lincoln, Massachusetts 01773** and **175 Prescott Street, West Boylston, Massachusetts 01583**, having invented improvements in **FLEXIBLE, CONTINUOUS, AXIALLY ELASTIC INTERSTITIAL BRACHYTHERAPY SOURCE**, and having this date executed an application for United States patent describing the same and based thereon (authorizing our attorney(s), who are authorized to prosecute said application, to here insert the filing date and serial number of said application, when known, Serial No. \_\_\_\_\_, Filed \_\_\_\_\_), for good and valuable consideration, receipt of which is hereby acknowledged from **RadioMed Corporation**, a **Delaware** Corporation having a principal place of business at **9 Linnel Circle, Billerica, MA 01821-3902, USA** and hereinafter referred to as the Assignee (which term shall include the successors and assigns), do hereby sell, assign and transfer to the Assignee our entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said application (which term shall include hereinafter where the context so admits all divisional, continuing, reissue and other patent applications based thereon) and all inventions (which term shall include each and every such invention, or any part thereof) therein described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or on said application.

And for the same consideration we do also hereby sell, assign and transfer unto the Assignee all our rights under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty and all other treaties of like purpose in respect of said inventions and said application, and we do hereby authorize the Assignee to apply in our names or in their own name (in a manner to be agreed upon by the Assignee) or their designee, for patents and like rights of exclusion on or for said inventions in all countries, claiming (if the Assignee so desires) the priority of the filing date of said application under the provisions of said Convention, Treaty or any such other Convention or Treaty;

And for the same consideration we do hereby jointly and severally agree for ourselves and for our respective heirs, executors and administrators, promptly upon request of the Assignee, to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue or other application or applications for patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee fully to secure to it said right, title, and interest as aforesaid in and to said inventions, application, and said several patents and like rights of exclusion, or any of them, all, however, at the expense of the Assignee;

And we do hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and the corresponding Official of each country foreign thereto to issue to the Assignee any and all patents and like rights of exclusion which may be granted in any country upon said application or on or for said inventions;

And we do hereby jointly and severally covenant for ourselves and for our respective legal representatives and agree with the Assignee that we have granted no right or license to make, use or sell said inventions to anyone except the Assignee, that prior to the execution of this deed our right, title and interest in and to said inventions has not been otherwise encumbered by us, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year hereinafter noted.

Piran Sioshansi  
Piran Sioshansi

State of Massachusetts )  
County of Middlesex ) ss.

Before me this 15 day of October, 1999, personally appeared **Piran Sioshansi**, who is to me personally known, and acknowledged the foregoing instrument to be his or her free act and deed.

Margaret Ryan  
Notary Public My Commission Expires August 3, 2001

SEAL

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year hereinafter noted.

Raymond J. Bricault, Jr.  
Raymond J. Bricault, Jr.

State of Massachusetts )  
County of Middlesex ) ss.

Before me this 15 day of October, 1999, personally appeared **Raymond J. Bricault, Jr.**, who is to me personally known, and acknowledged the foregoing instrument to be his or her free act and deed.

Margaret Ryan  
Notary Public My Commission Expires August 3, 2001

SEAL

RMC-8  
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