Atty. Dkt. No. 15-XT-5275 (70191-228) 12-13-1999 FORM PTO-1595 (modified) U.S. DEPARTMENT OF COMMERCE (Rev 6-93) REC HEET Patent and Trademark Office To the Commissioner of Patents and magainance, mease record the attached original documents or copies thereof. 2. Name and address of receiving party(ies): Name of conveying party(ies): Brian D. Lounsberry Jonathan R. Schmidt General Electric Company Stephen W. Gravelle Michael S. Idelchik 1 River Road Schenectady, New York James S. Shepard NO Additional conveying party(ies) 3. Nature of conveyance: ASSIGNMENT **Execution Date:** 11-10-1999; 10-19-1999; 11-10-1999; NO Additional name(s) & address(es) attached? 11-22-1999 and 11-15-1999 Respectively Application number(s) or patent number(s): If this is being filed together with a new application, the execution date of the application is: 11-10-1999; 10-19-1999; 11-10-1999; 11-21-1999 & 11-15-1999 Respectively A. Patent Application Number(s): B. Patent Number(s): 09/450074 Additional numbers attached? NO 5. Name and address of party to whom correspondence 6. Total number of applications/patents involved: concerning document should be mailed: \$40.00 7. Total fee (37 C.F.R. § 3.41): Paul S. Hunter FOLEY & LARDNER Х Check Enclosed Firstar Center 777 East Wisconsin Avenue Charge to deposit account Milwaukee, Wisconsin 53202-5367 07-0845 8. Deposit account number: 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 attacked copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-ideptified deposit account.

Paul S. Hunter

Name of person signing

Signature

Total number of pages including cover sheet, attachments, and domment: 5

001.669786.1

PATENT REEL: 010428 FRAME: 0406

ASSIGNMENT AND AGREEMENT

WHEREAS, Brian D. Lounsberry of 207 E. Freistadt Road, Thiensville, WI 53092, and Jonathan R. Schmidt of 401 Highland Street, Wales, WI 53183, and Steve W. Gravelle of 11754 N. Solar Ave., Mequon, WI 53092, and Michael S. Idelchik of 10512 N. Beechwood Dr., Mequon, WI 53092, and James S. Shepard of 35 Stonebridge Road, Montclair, NJ 07042, (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled METHOD AND APPARATUS FOR COMMUNICATING OPERATIONAL DATA FOR A SYSTEM UNIT IN A MEDICAL DIAGNOSTIC SYSTEM (Atty. Dkt. No. 15-XT-5275 (70191-228)) for which an application for United States Letters Patent was executed by ASSIGNOR concurrently herewith; and

WHEREAS, General Electric Company, a corporation duly organized and existing under the laws of the State of New York, and having its principal place of business at 1 River Road, Schenectady, New York 12345 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney,

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oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Foley & Lardner the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Foley & Lardner do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this	10	day of	NOVEMBER.	19 <u><i>92</i></u> .
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Brian D. Lounsberry

State of Willinikee) ss.

On this <u>INM</u> day of <u>NUVERISEY</u>, 19<u>99</u>, before me, a notary public in and for said county, appeared Brian D. Lounsberry, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public

My Commission Expires:

(Seal)

Executed this 19 day of October, 1999.
Jonathan R. Schmidt State of WISCONGIN
State of
On this 19 day of , 1975, before me, a notary public in and for said county, appeared Jonathan R. Schmidt, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.
Nester Bublio
My Commission Expires: 17-7-99
(Codi)
Executed this <u>IO</u> day of <u>November</u> , 19 <u>99</u> .
Steve W. Gravelle
State of Wisconsin Iss. County of Milwaukee Iss.
On this What day of November, 1999, before me, a notary public in and for said county, appeared Steve W. Gravelle, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.
Sharon Kraus Notary Public
(Seal) My Commission Expires: Sight 23, 2001

Executed this <u>22 "</u> day of <u>November</u> , 1	9 <u><i>99</i></u> .
M	Vicle S Idelchik
011 -	Michael S. Idelchik
State of <u>OHIO</u>	
County of CHYAHOCA)ss.	
On this 22 day of NOVEMBER, 1999, before m Michael S. Idelchik, who is personally known to me to be the same pe instrument, and he/she acknowledged that he/she signed, sealed, and voluntary act for the uses and purposes therein set forth.	ne, a notary public in and for said county, appeared erson whose name is subscribed to the foregoing delivered the said instrument as his/her free and
	Harin L. Shearn Notary Public
	My Commission Expires: KARIN L. SHEARER
(Seal)	Notary Public, State of Ohlo Recorded in Cuyahoga City.
	My Comm. Expires 03-26-2000
	•
Executed this 15 day of November , 1	•
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	9_99.
	9_99.
State of	ames S. Shepard ne, a notary public in and for said county, appeared rson whose name is subscribed to the foregoing delivered the said instrument as his/her free and
State of <u>UISCONSUN</u>)ss. County of <u>Waukesha</u>)ss. On this <u>/5</u> day of <u>November</u> , 19 <u>99</u> , before m James S. Shepard, who is personally known to me to be the same per instrument, and he/she acknowledged that he/she signed, sealed, and	g 99. ames S. Shepard ne, a notary public in and for said county, appeared rson whose name is subscribed to the foregoing

RECORDED: 11/29/1999