

6.19.00

Docket No.: 56285-016 (CTIK-001DV)

FORM PTO-1595 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp 4/94)
Copyright 1994-97 Leg.-Star
P08/REV02

RECORDATIO

PATE

07-14-2000

3. DEPARTMENT OF COMMERCE
Patent and Trademark Office



101403787

documents or copy thereof.

Tab settings → → → ▼ ▼ ▼
To the Honorable Commissioner of Patents and Tradema.

1. Name of conveying party(ies):

Martin C. Moore-Ede
Udo E. Trutschel
Rainer Guttkuhjn
Anneke M. heitmann

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: **May 16, 2000**

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

Name: **Circadian Technologies, Inc.**

Internal Address: _____

Street Address: **125 Cambridge Park Drive**

City: **Cambridge** State: **MA** ZIP: **02140**

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/519,050, filed March 3, 2000

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Toby H. Kusmer**

Internal Address: **McDermott, Will & Emery**

Street Address: **28 State Street**

City: **Boston** State: **MA** ZIP: **02109**

6. Total number of applications and patents involved:

1

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

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

50-1133

DO NOT USE THIS SPACE

07/13/2000 ASCOTT 00000228 09519050

01 FC 511 Statement and signature. 40.00 OP

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.

Ronald R. Demsher

Name of Person Signing

Signature

June 13, 2000

Date

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

3

PATENT

REEL: 010907 FRAME: 0153

ASSIGNMENT OF PATENT RIGHTS

We, **Martin C. Moore-Ede**, residing at **110 Hundreds Road, Wellesley, Massachusetts 02181**; **Udo E. Trutschel**, residing at **55 Lanark Road, Apt. #04, Brookline, Massachusetts 02146**; **Rainer Guttkuhn**, residing at **140 Antrim Street, #2, Cambridge, Massachusetts 02139**; and **Anneke M. Heitmann**, residing at **46 Mt. Vernon Street, #01, Arlington, Massachusetts 02174**, having invented improvements in **Method And Apparatus For Evaluation And Mitigation Of Microsleep Events**, 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. **09/519,050** filed **March 3, 2000**), for good and valuable consideration, receipt of which is hereby acknowledged from **Circadian Technologies, Inc.**, a **Massachusetts** Corporation having a principal place of business at **125 Cambridge Park Drive, Cambridge, Massachusetts 02140-2314, 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 name 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 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 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 my 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.

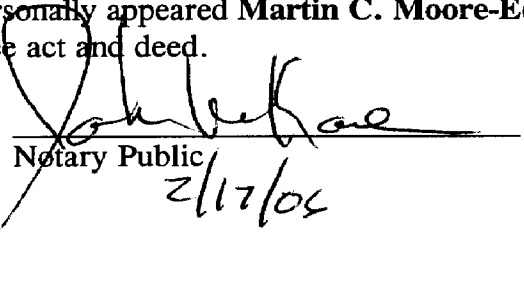
IN WITNESS WHEREOF, I hereunto set my hands and seal on the day and year hereinafter noted.



Martin C. Moore-Ede

Commonwealth of Massachusetts)
County of Middlesex) ss.

Before me this 16 day of May, 2000, personally appeared **Martin C. Moore-Ede**,
and acknowledged the foregoing instrument to be his or her free act and deed.



Notary Public
2/17/00

Seal

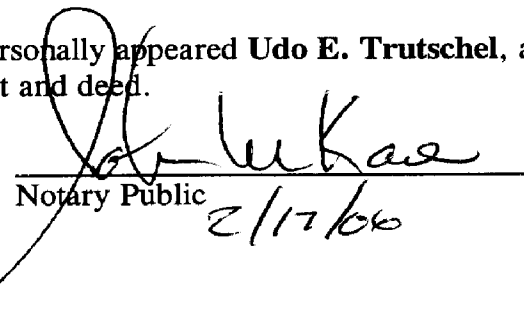
IN WITNESS WHEREOF, I hereunto set my hands and seal on the day and year hereinafter noted.



Udo E. Trutschel

Commonwealth of Massachusetts)
County of Middlesex) ss.

Before me this 16 day of May, 2000, personally appeared **Udo E. Trutschel**, and
acknowledged the foregoing instrument to be his or her free act and deed.



Notary Public
2/17/00

Seal

IN WITNESS WHEREOF, I hereunto set my hands and seal on the day and year hereinafter noted.

Rainer Guttkuhn
Rainer Guttkuhn

Commonwealth of Massachusetts)
County of Middlesex) ss.

Before me this 16 day of May, 2000, personally appeared **Rainer Guttkuhn**, and acknowledged the foregoing instrument to be his or her free act and deed.

[Signature]
Notary Public

2/17/04

Seal

IN WITNESS WHEREOF, I hereunto set my hands and seal on the day and year hereinafter noted.

Anneke M. Heitmann
Anneke M. Heitmann

Commonwealth of Massachusetts)
County of Middlesex) ss.

Before me this 16 day of May, 2000, personally appeared **Anneke M. Heitmann**, and acknowledged the foregoing instrument to be his or her free act and deed.

[Signature]
Notary Public

2/17/04

Seal

56285-016 (CTIK-001DV)

McDERMOTT, WILL & EMERY
28 State Street
Boston, MA 02109
(617) 535-4000