

07-14-2000



101402887

70 JUL 13 AM 11:16

OPR/PFINANCE

**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

New 6-15-00

Resubmission (Non-Recordation)

Document ID#

Correction of PTO Error

Reel # **Frame #**

Corrective Document

Reel # **Frame #**

Conveyance Type

Assignment **Security Agreement**

License **Change of Name**

Merger **Other**

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File **Secret File**

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) **Execution Date**
Month Day Year

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

Mark if additional names of receiving parties attached

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.)

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

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)

07/13/2000 BNGUYEN 00000286 5448840

FOR OFFICE USE ONLY

01 FC:581

40.00 DP

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.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5448840"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)
Enter PCT application number only if a U.S. Application Number has not been assigned.
PCT PCT PCT
PCT PCT PCT

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 account.)

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.

MK Silverman
Name of Person Signing

Signature

6-7-00
Date

ASSIGNMENT OF PATENT

**from
Melvyn Cheskin
to
B.E.M.S. (Bioelectromagnetic Shoe) LLC**

ASSIGNMENT

Assignor

Melvyn Cheskin, an individual with offices at 2400 Deer Creek C.C. Blvd., Suite #504, Deerfield beach, FL 33443.

Assignee

B.E.M.S. (Bioelectromagnetic Shoe) LLC, a limited liability partnership organized and existing under the laws of the State of Florida with offices at 2400 Deer Creek C.C. Blvd., Suite #504, Deerfield beach, FL 33443.

Definitions:

Invention: Shoe Containing Electrically Conductive Integral Elements that is the subject of U.S. Patent Number 5,448,840, granted September 12, 1995.

Recitals:

- A. Melvyn Cheskin has invented a Shoe Containing Electrically Conductive Integral Elements that is the subject of U.S. Patent Number 5,448,840, granted September 12, 1995.
- B. B.E.M.S. (Bioelectromagnetic Shoe) LLC is desirous of acquiring the entire right, title and interest to this invention and any Letters Patent that may be issued by any foreign Patent Office in relation thereto.

THEREFORE, in consideration of ten dollars and other good and valuable consideration, the receipt of which is acknowledged::

- 1. Melvyn Cheskin assigns, transfers and conveys all right, title and interest in:
 - (a) the Invention;
 - (b) any and all Letters Patent that might be issued in the world relating to the Invention;
 - (c) any and all divisionals, continuations, continuations-in-part of any Application in relation to the Invention;
 - (d) any reissues or extensions of Letters Patent in relation to the Invention;
 - and
 - (e) all rights under any International Convention or Agreement applicable to the Invention
 to B.E.M.S. (Bioelectromagnetic Shoe) LLC
- 2. Melvyn Cheskin warrants that he is the sole and lawful owner of the entire right, title and interest in the Invention and that there are no other assignments of rights or licenses granted in relation to the Invention.

3. Melvyn Cheskin warrants that has full right, authority and power to assign, convey and otherwise transfer his title, right and interest in the Invention and that title, right and interest in the invention is assigned, transferred and conveyed free and clear of all liens, encumbrances and adverse claims.
4. If any of the following events occur, B.E.M.S. (Bioelectromagnetic Shoe) LLC agrees that the ownership of the Invention shall revert immediately to Melvyn Cheskin and this assignment shall become null and void:
 - a. Bankruptcy of B.E.M.S. (Bioelectromagnetic Shoe) LLC. For the purposes of this clause, bankruptcy means either a voluntary bankruptcy or an involuntary bankruptcy.

A *voluntary bankruptcy* means the inability of B.E.M.S. (Bioelectromagnetic Shoe) LLC generally to pay its debts as such debts become due, or an admission by B.E.M.S. (Bioelectromagnetic Shoe) LLC of its inability to pay its debts generally or a general assignment by B.E.M.S. (Bioelectromagnetic Shoe) LLC for the benefit of creditors; the filing of any petition or answer by B.E.M.S. (Bioelectromagnetic Shoe) LLC seeking to adjudicate it a bankrupt or insolvent, or seeking for itself any liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of B.E.M.S. (Bioelectromagnetic Shoe) LLC or its debts under any law relating to bankruptcy, insolvency or relief of debtors, or seeking to, consenting to, or acquiescing in the order for relief or the appointment of a receiver, trustee, custodian, or other similar official for B.E.M.S. (Bioelectromagnetic Shoe) LLC or for any substantial part of its property; or action taken by B.E.M.S. (Bioelectromagnetic Shoe) LLC to authorize any of the above actions.

An *involuntary bankruptcy* means without the consent or acquiescence of B.E.M.S. (Bioelectromagnetic Shoe) LLC, the entering of an order for relief or approving the petition for relief or reorganization or any other petition seeking any liquidation, winding-up, reorganization, arrangement, adjustment, protection, readjustment, liquidation, dissolution or other similar relief under any present or future bankruptcy, insolvency or similar statute, law or regulation, or the filing of any petition against B.E.M.S. (Bioelectromagnetic Shoe) LLC, which petition shall not be dismissed within ninety (90) days, or, without the consent or acquiescence of B.E.M.S. (Bioelectromagnetic Shoe) LLC, the entering of an order appointing a trustee, custodian, receiver or liquidator of B.E.M.S. (Bioelectromagnetic Shoe) LLC or of all or any substantial part of the property of B.E.M.S. (Bioelectromagnetic Shoe) LLC which order shall not be dismissed within sixty (60) days.
 - b. B.E.M.S. (Bioelectromagnetic Shoe) LLC becomes an inactive corporation under the rules of the Security and Exchange

Commission defining such inactive corporation, for a continuous period of six months.

5. This Assignment shall be binding on and inure to the benefit of the assignor and assignee, their successors, assigns and legal and personal representatives.
6. Melvyn Cheskin agrees and covenants that, whenever counsel to B.E.M.S. (Bioelectromagnetic Shoe) LLC deems necessary and advisable, Melvyn Cheskin shall execute any and all documents, communicate any facts or do any and all acts necessary in order to protect the rights of B.E.M.S. (Bioelectromagnetic Shoe) LLC, in relation to the Invention and to effect the purposes of this assignment.
7. Melvyn Cheskin further requests the Commissioner of Patents of the United States to record this assignment.

Signatures

5/25/00
Date

Melvyn P. Cheskin
Melvyn Cheskin

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 5/25/00

By Melvyn P. Cheskin

Who is:

Personally known to me

Produced I.D. Type of I.D. produced Drivers License

5/25/00
Date

Charles F. Mack
Notary Public



My Commission expires

B.E.M.S. (BIOELECTROMAGNETIC SHOE) LLC

BY: MELVYN P. CHESKIN 05/25/00
Name Date

PRESIDENT
Title

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 5/25/00

By Melvyn P. Cheskin

Who is:

Personally known to me

Produced I.D. Type of I.D. produced Drivers License

Charles F. Mack
Notary Public

My Commission expires: 03/06/2004



PATENT