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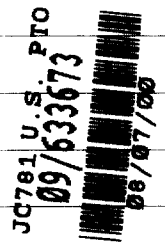
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8.7.00

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Thomas J. McEnany
Michael Carroll

2. Name and address of receiving party(ies):
Name: **Universal Technology Systems, Inc.**
Internal Address:



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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Street Address: **5150-4 Timuquana Road**
City: **Jacksonville** State: **FL** ZIP: **32210**

Execution Date: **August 1, 2000**

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

4. Application number(s) or registration numbers(s): **09633673**
If this document is being filed together with a new application, the execution date of the application is: **August 1, 2000**

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **J. Michael Martinez de Andino**
Internal Address: **McGuireWoods LLP**
Street Address: **901 E. Cary Street**
One James Center
City: **Richmond** State: **VA** ZIP: **23219**

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:
13-0437

40.00 DP
09633673

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9. 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.

James R. Miner
Name of Person Signing

James R. Miner
Signature

August 7, 2000
Date

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

United States Patent Assignment

This United States Patent Assignment ("Assignment"), made by and between **Thomas J. McEnany**, a citizen of the United States of America and resident of Orange Park, Florida, whose postal address is 2006 Salt Myrtle Lane, Orange Park, Florida 32073 and **Michael Carroll**, a citizen of the United States of America and resident of Orange Park, Florida, whose postal address is 2415 Dumfries Court, Orange Park, Florida 32065 ("Assignor") and **Universal Technology Systems, Inc.**, a Florida corporation having a principal place of business at 5150-4 Timuquana Road, Jacksonville, Florida 32210 ("Assignee"), provides as follows.

Recitals.

Whereas, Assignor owns the entire right, title and interest in and to the United States patent(s) ("Patent(s)") and patent application(s) ("Applications") set forth on Schedule A hereto and the inventions ("Inventions") therein disclosed and claimed (collectively, the "Patents, Applications and Inventions"), and has the unrestricted right to sell, assign and transfer such Patents, Applications and Inventions; and

Whereas, Assignee is desirous of acquiring the entire right, title and interest in and to the Patents, Applications and Inventions.

Assignment

Now, therefore, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold and by these presents does hereby sell, assign, transfer and convey unto Assignee, its successors and assigns Assignor's entire right, title and interest in and to the Patents, Applications and Inventions and in and to any and all applications based thereon, all continuations, continuations-in-part, continuing prosecution applications, or divisions thereof, and in and to any and all letters patent of the United States of America and all countries foreign thereto and reissues and extensions thereof which may be granted therefor or thereon, for the full term for which said letters patent may be granted, together with the right to claim the priority of any patent application included therein, to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made.

Assignor also hereby sells, assigns, transfers and conveys unto Assignee, its successors and assigns the right to sue for any and all infringement of the Patents occurring prior to the date of this Assignment.¹

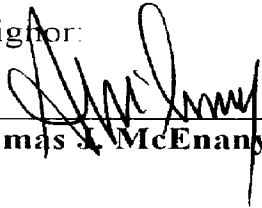
Assignor covenants and agrees, on its own behalf and on behalf of its successors and assigns, without further compensation, to promptly at any time upon the request of the Assignee, its successors and assigns, provide such further information and execute such

¹ When a patent is assigned, the assignor retains the right to sue for past infringement and the assignee receives the right to sue for infringement after the date of the assignment unless the right to sue for past infringement is specifically assigned to the assignee. This provision is optional.

further assignments and documents and do all lawful acts with respect to the Patents, Applications and Inventions that may be necessary or desirable to perfect title thereto in the Assignee, its successors or assigns, and to obtain patents therefor, or in any interference proceedings or for any divisions, continuations or continuation-in-part patent applications relating thereto.

Assignor warrants and represents to Assignee that Assignor has full and unencumbered legal and equitable title to the Patents, Applications and Inventions and that no other person, firm, corporation or entity has been granted any rights by said Assignor in or to the Patents, Applications and Inventions.

Witness the following signature, made as of the date set forth.

Assignor:


Thomas J. McEnany

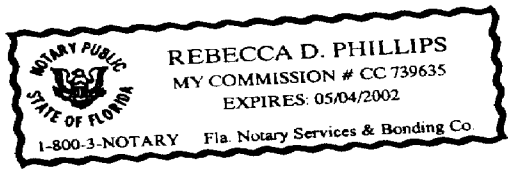
Date: 8/11/2000

State of FL
City/County of Duval :

Before me personally appeared Thomas J. McEnany, to me known to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purpose therein stated, this the 1st day of August, 2000.

My commission expires: 5/4/2002
Notary Public

Rebecca D Phillips



Assignor:

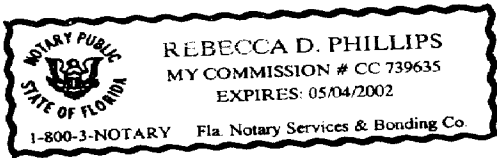
Michael C. Carroll
Michael Carroll

Date: 1 August 2000

State of _____
City/County of _____

Before me personally appeared Michael C. Carroll, to me known to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same for the purpose therein stated, this the 1st day of August, 2000.

My commission expires: 5/4/2002
Notary Public



Rebecca D. Phillips

Schedule A

Patent(s):

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
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Patent Application(s):

<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>
Unassigned (Attorney Docket No. 4017391-0109)	Herewith	"Electrical Apparatus for Therapeutic Treatment"