



01-16-2001



101581560

Atty Docket No: HUGH 101

RK OFFICE

In re application of: James D. HUGHETT et al
Serial No: 09/469,510
Filed: December 22, 1999
For: AUTOMATED SYSTEM FOR THE RADIATION TREATMENT
OF A DESIRED AREA WITHIN THE BODY OF A PATIENT
Art Unit: 3736
Examiner:

I hereby certify that this correspondence
is being deposited with the United States
Postal Service as first class mail in an
envelope addressed to:
Commissioner for Patents, Washington,
D.C. 20231, on January 3, 2001

PATENT ASSIGNMENT COVER SHEET

Assistant Commissioner for Patents
Washington, D. C. 20231

Cristina M. Vell
January 3, 2001

Sir:

Date: January 3, 2001Please record the attached original document or copy thereof. Total number of pages (with cover sheet): 31

<p>1. Name of Conveying Party(ies): <u>James D. HUGHETT, Robert Michael WEBSTER,</u> <u>Douglas Layland ARMSTRONG, Byron Lee</u> <u>BOYLSTON, Gregg T. JUETT, Richard A.</u> <u>HILLSTEAD, Jack C. GRIFFITHS, III, Andrew L.</u> <u>LEROHL, Mark DEHDASHIAN, Marvin A. GUILLES</u></p> <p>2a. Name and Address of Receiving Party(ies): Name: <u>Novoste Corporation</u> Address: <u>3890 Steve Reynolds Boulevard</u> <u>Norcross, Georgia 30093 USA</u></p> <p>2b. Name and Address of Receiving Party(ies): Name: _____ Address: _____</p> <p>3. Nature of Conveyance <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> Execution Date: <u>8/04/2000; 8/07/2000; 8/09/2000;</u> <u>11/10/2000; 12/14/2000</u></p> <p>4. Application Number(s) or Patent number(s) (If this document is being filed together with a new application, the execution date of the application is: <u>8/04/2000; 8/07/2000; 8/08/2000; 8/09/2000</u></p> <p>4a. Patent Application No.(s) <u>09/469,510</u></p> <p>4b. Patent No.(s) _____</p>	<p>5. Name and Address of Party to Whom Correspondence Concerning Document Should be Mailed: <u>Stephen B. Heller, Esq.</u> <u>COOK, ALEX, McFARRON, MANZO, CUMMINGS &</u> <u>MEHLER, LTD.</u> <u>200 West Adams Street, Suite 2850</u> <u>Chicago, Illinois 60606</u></p> <p>6. Total Number of Applications and Patents Involved: <u>1</u></p> <p>7. Total Fee (37 CFR 3.41): <u>\$40.00</u> 7a. <input checked="" type="checkbox"/> Enclosed 7b. <input checked="" type="checkbox"/> Authorized to be Charged to Deposit Account For Any Deficiency</p> <p>8. Deposit Account Number: <u>50/1039</u> (A duplicate copy of this page is attached)</p> <p>9. Statement and Signature: <i>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.</i></p> <p><u>Stephen B. Heller</u> Name of Person Signing Date: <u>January 3, 2001</u></p> <p><u>Stephen B. Heller</u> Signature Reg. No. 30,181</p>
<p>01/16/2001 MTHAI1 00000033 09469510</p> <p>01 FC:581 40.00 DP</p> <p>DO NOT USE THIS SPACE</p>	

Filed December 22, 1999**ASSIGNMENT**

In consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, James D. Hughett, Robert Michael Webster, Douglas Layland Armstrong, Byron Lee Boylston, Gregg T. Juett, Richard A. Hillstead, Jack C. Griffis, III, Andrew L. Lerohl, Mark Dehdashtian, and Marvin A. Guiles (hereinafter referred to as Assignor(s)) assign(s) to Novoste Corporation (hereinafter referred to as Assignee), a Florida corporation, having a principal place of business at 3890 Steve Reynolds Boulevard, Norcross, Georgia 30093, its successors, legal representatives and assigns, the entire right, title and interest throughout the world in Assignor's(s') invention or improvement in Automated System For The Radiation Treatment Of A Desired Area Within The Body Of A Patient as described in the Provisional Application filed on December 22, 1999, and assigned Serial No. 09/469,510, and any and all other United States applications, regular or provisional, and applications in any and all countries which Assignor(s) may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States or of any other country which may be obtained or any of the said applications, if provisional, in any regular application referring thereto pursuant to 35 USC 119(e) or other internal priority legislation, and in any division, continuation, reexamination, reissue or extension thereof.

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For said considerations Assignor(s) hereby agree(s) upon the request and at the expense of said Assignee, its successors, legal representatives and assigns, to execute any and all divisional, continuation, and renewal applications for said invention or improvements, and any necessary oath or supplemental oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application that said Assignee, its successors, legal representatives and assigns may deem necessary or expedient.

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James D. Hughett

_____ Date _____

SUBSCRIBED and SWORN to before me this _____ day of _____, 2000.

NOTARY PUBLIC

Robert Michael Webster

_____ Date _____

SUBSCRIBED and SWORN to before me this _____ day of
_____, 2000.

NOTARY PUBLIC

Douglas Layland Armstrong



Date 11.10.00

SUBSCRIBED and SWORN to before me this 10th day of
November, 2000.


NOTARY PUBLIC

Notary Public, DeKalb County, Georgia
My Commission Expires August 19, 2001

Byron Lee Boylston

_____ Date _____

SUBSCRIBED and SWORN to before me this _____ day of
_____, 2000.

NOTARY PUBLIC

Gregg T. Juett

_____ Date _____

SUBSCRIBED and SWORN to before me this _____ day of
_____, 2000.

NOTARY PUBLIC

Richard A. Hillstead

_____ Date _____

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_____, 2000.

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Jack C. Griffis, III

_____ Date _____

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NOTARY PUBLIC

Andrew L. Lerohl

Date _____

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NOTARY PUBLIC

Mark Dehdashtian

Date _____

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Marvin A. Guiles

Date _____

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James D. Hughett

_____ Date _____

SUBSCRIBED and SWORN to before me this _____ day of _____, 2000.

NOTARY PUBLIC

Robert Michael Webster

_____ Date _____

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_____, 2000.

NOTARY PUBLIC

Douglas Layland Armstrong

_____ Date _____

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_____ Date _____

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_____, 2000.

NOTARY PUBLIC

Andrew L. Lerohl

_____ Date _____

SUBSCRIBED and SWORN to before me this _____ day of
_____, 2000.

NOTARY PUBLIC

Mark Dehdashtian

_____ Date _____

SUBSCRIBED and SWORN to before me this _____ day of
_____, 2000.

NOTARY PUBLIC

Marvin A. Guiles

Marvin A. Guiles

Date August 7, 2000

SUBSCRIBED and SWORN to before me this 7th day of
August, 2000.

NOTARY PUBLIC

Julia A. Wilkins

Filed December 22, 1999**ASSIGNMENT**

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James D. Hughett

_____ Date _____

SUBSCRIBED and SWORN to before me this _____ day of _____, 2000.

NOTARY PUBLIC

Robert Michael Webster

_____ Date _____

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_____, 2000.

NOTARY PUBLIC

Douglas Layland Armstrong

_____ Date _____

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_____, 2000.

NOTARY PUBLIC

Byron Lee Boylston

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Gregg T. Juett

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NOTARY PUBLIC

Richard A. Hillstead

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_____, 2000.

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Jack C. Griffis, III

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_____, 2000.

NOTARY PUBLIC

Andrew L. Lerohl

_____ Date _____

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_____, 2000.

NOTARY PUBLIC

Mark Dehdashtian

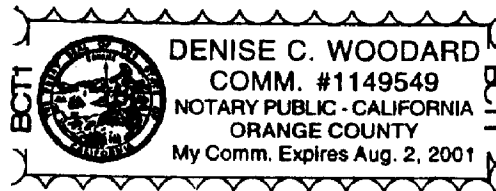
Mark Dehdashtian

Date 12-14-00

SUBSCRIBED and SWORN to before me this 14th day of
December, 2000.

NOTARY PUBLIC

Denise C. Woodard



Marvin A. Guiles

_____ Date _____

SUBSCRIBED and SWORN to before me this _____ day of
_____, 2000.

NOTARY PUBLIC

MG

Filed December 22, 1999**ASSIGNMENT**

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James D. Hughett

_____ Date _____

SUBSCRIBED and SWORN to before me this _____ day of
_____, 2000.

NOTARY PUBLIC

Robert Michael Webster

Date _____

SUBSCRIBED and SWORN to before me this _____ day of
_____, 2000.

NOTARY PUBLIC

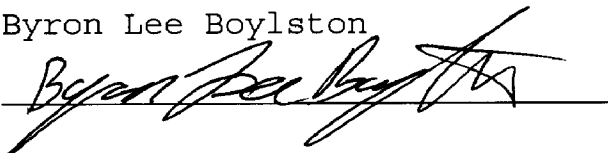
Douglas Layland Armstrong

Date _____

SUBSCRIBED and SWORN to before me this _____ day of
_____, 2000.

NOTARY PUBLIC

Byron Lee Boylston



Date 8/7/2000

SUBSCRIBED and SWORN to before me this 7th day of
August, 2000.

NOTARY PUBLIC



Notary Public, DeKalb County, Georgia
My Commission Expires August 19, 2001

Gregg T. Juett

_____ Date _____

SUBSCRIBED and SWORN to before me this _____ day of
_____, 2000.

NOTARY PUBLIC

Richard A. Hillstead

_____ Date _____

SUBSCRIBED and SWORN to before me this _____ day of
_____, 2000.

NOTARY PUBLIC

Jack C. Griffis, III

_____ Date _____

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Andrew L. Lerohl

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_____, 2000.

NOTARY PUBLIC

Mark Dehdashtian

_____ Date _____

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Marvin A. Guiles

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_____ Date _____

SUBSCRIBED and SWORN to before me this _____ day of
_____, 2000.

NOTARY PUBLIC

Gregg T. Juett

Gregg T. Juett

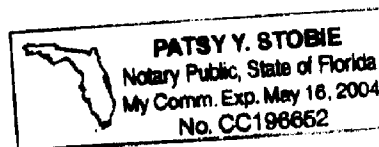
Date 08-09-2000

SUBSCRIBED and SWORN to before me this 9th day of

August, 2000.

NOTARY PUBLIC

Patsy Y. Stobie



Richard A. Hillstead

_____ Date _____

SUBSCRIBED and SWORN to before me this _____ day of

_____, 2000.

NOTARY PUBLIC

Jack C. Griffis, III

_____ Date _____

SUBSCRIBED and SWORN to before me this _____ day of

_____, 2000.

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Andrew L. Lerohl

_____ Date _____

SUBSCRIBED and SWORN to before me this _____ day of
_____, 2000.

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Mark Dehdashtian

_____ Date _____

SUBSCRIBED and SWORN to before me this _____ day of
_____, 2000.

NOTARY PUBLIC

Marvin A. Guiles

_____ Date _____

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_____, 2000.

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Filed December 22, 1999**ASSIGNMENT**

In consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, James D. Hughett, Robert Michael Webster, Douglas Layland Armstrong, Byron Lee Boylston, Gregg T. Juett, Richard A. Hillstead, Jack C. Griffis, III, Andrew L. Lerohl, Mark Dehdashtian, and Marvin A. Guiles (hereinafter referred to as Assignor(s)) assign(s) to Novoste Corporation (hereinafter referred to as Assignee), a Florida corporation, having a principal place of business at 3890 Steve Reynolds Boulevard, Norcross, Georgia 30093, its successors, legal representatives and assigns, the entire right, title and interest throughout the world in Assignor's(s') invention or improvement in Automated System For The Radiation Treatment Of A Desired Area Within The Body Of A Patient as described in the Provisional Application filed on December 22, 1999, and assigned Serial No. 09/469,510, and any and all other United States applications, regular or provisional, and applications in any and all countries which Assignor(s) may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States or of any other country which may be obtained or any of the said applications, if provisional, in any regular application referring thereto pursuant to 35 USC 119(e) or other internal priority legislation, and in any division, continuation, reexamination, reissue or extension thereof.

Assignor(s) hereby authorize(s) and request(s) the Commissioner of Patents to issue said Letters Patent to said Assignee. Assignor(s) hereby authorize(s) and request(s) the attorneys of record in said application to insert in this assignment the date and serial number of said application when officially known.

Assignor(s) warrant(s) that he/she is the owner(s) of the entire right, title and interest in and to the invention and patent application herein assigned and has the right to make this assignment; and further warrant(s) that there are no outstanding prior assignments, licenses, or other rights whatsoever (including, without limitation, shop rights) in the interest herein assigned.

For said considerations Assignor(s) hereby agree(s) upon the request and at the expense of said Assignee, its successors, legal representatives and assigns, to execute any and all divisional, continuation, and renewal applications for said invention or improvements, and any necessary oath or supplemental oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application that said Assignee, its successors, legal representatives and assigns may deem necessary or expedient.

For said consideration Assignor(s) further agree(s) upon the request of said Assignee, its successors, legal representatives and assigns, in the event of said application or any continuation or division thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof becoming involved in Interference or any other contested matter to cooperate to the best of his/her ability with said Assignee, its successors, legal representatives and assigns in the matters of preparing and executing the preliminary statement or other such document and giving and producing evidence in support thereof. Assignor(s) further agree(s) to perform, upon such request, any and all affirmative acts to obtain said Letters Patent, and vest all rights therein hereby conveyed in the said Assignee, its successors, legal representatives and assigns whereby said Letters Patent will be held and enjoyed by the said Assignee, its successors, legal representatives and assigns to the end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by Assignor(s) if this assignment and sale had not been made.

For said consideration, Assignor(s) also assign(s) to said Assignee, its successors, legal representatives and assigns the entire right, title and interest in said invention or improvements for any and all foreign countries and the right of priority for patent and utility model applications in all countries arising under any applicable international convention for the protection of industrial property and/or any internal priority legislation of such countries, and Assignor(s) agree(s) upon the request of said assignee, its successors, legal representatives and assigns to execute any and all documents that shall be required to be executed in connection with any and all applications for foreign Letters Patent thereof, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said assignee.

James D. Hughett

Date

8-4-00

SUBSCRIBED and SWORN to before me this

4th

day of

August

, 2000.

Debra White
NOTARY PUBLIC

Notary Public, Gwinnett County, Georgia
My Commission Expires August 24, 2003

Robert Michael Webster

Robert Michael Webster

Date

8/4/2000

SUBSCRIBED and SWORN to before me this 4th day of

August, 2000.

Debra J. H.

NOTARY PUBLIC

Notary Public, Gwinnett County, Georgia
My Commission Expires August 24, 2003

Douglas Layland Armstrong

Date

SUBSCRIBED and SWORN to before me this _____ day of

_____, 2000.

NOTARY PUBLIC

Byron Lee Boylston

Date

SUBSCRIBED and SWORN to before me this _____ day of

_____, 2000.

NOTARY PUBLIC

Gregg T. Juett

Date _____

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NOTARY PUBLIC

Richard A. Hillstead

Richard A. Hillstead

Date 8/7/00

SUBSCRIBED and SWORN to before me this 7th day of August, 2000.

Deborah M. Decker

NOTARY PUBLIC

DEBORAH DECKER

Notary Public, Gwinnett County, Georgia
My Commission Expires Nov. 12, 2003

Jack C. Griffis, III

Jack C. Griffis, III

Date 8/04/00

SUBSCRIBED and SWORN to before me this 4th day of August, 2000.

Deborah M. Decker

NOTARY PUBLIC

Notary Public, Gwinnett County, Georgia
My Commission Expires August 24, 2003

Andrew L. Lerohl

Date

04 Aug 00

SUBSCRIBED and SWORN to before me this 4th day of

August

, 2000.

NOTARY PUBLIC

Notary Public, Gwinnett County, Georgia
My Commission Expires August 24, 2003

Mark Dehdashtian

Date

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, 2000.

NOTARY PUBLIC

Marvin A. Guiles

Date

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, 2000.

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