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Submission Type

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Conveyance Type

Assignment Security Agreement

License Change of Name

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Correspondent Name and Address

Area Code and Telephone Number

(202) 508-9100

Name Robert S. Katz

Address (line 1) BANNER & WITCOFF, LTD.

Address (line 2) 1001 G Street N.W.

Address (line 3) Eleventh Floor

Address (line 4) Washington, D. C. 20001-4597

Pages

Enter the total number of pages of the attached conveyance document including any attachments

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Application Number(s) or Patent Number(s)

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Patent Application Number(s)

Patent Number(s)

09/549,173

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 as not been assigned.

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Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

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:

19-0733

Authorization to charge additional fees:

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No

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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.

Robert S. Katz, Reg. No. 36,402

Name of Person Signing


Signature

6/25/01

Date

CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT

This Confirmatory Intellectual Property Assignment is being entered into by Amherst International, Inc., a Delaware corporation having an address of 750 Old Hickory Blvd., Brentwood, TN 37027 ("ASSIGNOR"), and Infusion Acquisition Corp., a Delaware corporation ("ASSIGNEE");

WHEREAS, ASSIGNOR has transferred all of its right, title, and/or interest in and to certain new and useful improvements in various inventions described in various United States patents and patent applications as listed in Appendix A to ASSIGNEE, and such was, and was intended to, be reflected in an Intellectual Property Assignment Agreement effective August 1, 2000; and

WHEREAS, ASSIGNEE is desirous of confirming its ownership of the entire right, title and interest in and to the inventions, and the patent applications related thereto, and in and to any Letters Patents of the United States or any foreign country which may be granted therefore;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby confirms the sale, assignment and transfer to, and hereby sells, assigns and transfers to, said ASSIGNEE, as of and on August 1, 2000, all right, title and interest in and to said inventions, said patents, said applications and any and all letters patent which may be granted for said inventions in the United States of America and its territorial possessions and in any and all foreign countries, and in any and all divisions, reissues and continuations, and continuation-in-part thereof, including the right to file foreign applications directly in the name of ASSIGNEE and to claim priority rights deriving from said United States applications to which said foreign applications are entitled by virtue of international convention, treaty or otherwise, said inventions, applications and all letters patent on said inventions to be held and enjoyed by ASSIGNEE and its successors and assigns for their use and benefit and of their successors and assigns as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment, transfer and sale not been made. ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks or any other proper officer or agency of any country to issue all letters patent on said inventions to ASSIGNEE. ASSIGNOR agrees to execute all instruments and documents required for the making and prosecution of the applications for United States and foreign letters patent on said inventions, for litigation regarding said letters patent, or for the purpose of protecting title to said inventions or letters patent therefor.

IN WITNESS WHEREOF, Amherst International, Inc., acting under due and proper authority, has caused this Agreement to be executed.

AMHERST INTERNATIONAL, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

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