

01-28-2002

FORM PTO-1595
1-31-92

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HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Docket No. 265/030

JAN 17 2002

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

1. Name of conveying party(ies): **1-17-02**
 SHERYL W. HIGGINS, GEORGE D. HERMANN,
 DAVID WILLIS, THOMAS A. HOWELL, GAIL LBOVIC
 Additional name(s) of conveying party(ies) attached?
☐ Yes ☒ No

2. Name and address of receiving party:
 Name: BIOLUCENT, INC.

Internal Address: _____

City: ALISO VIEJO State: CALIFORNIA Zip: 92656Street Address: 27271 Aliso Creek Road, Suite 125City: ALISO VIEJO State: CALIFORNIA Zip: 92656Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

Execution Date: 10/10/01, 11/1/01, 10/30/01, 10/31/01

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: _____

A. Patent Application No(s): 09/922,602

B. Patent No(s): _____

Additional numbers attached? ☐ Yes ☒ No

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

Internal Address: LYON & LYON LLP
633 West Fifth Street, Suite 4700
Los Angeles, CA 90071-2066

6. Total number of applications and patents involved: one7. Total fee (37 CFR 3.41): \$ 40.00☒ Enclosed on Missing Parts Transmittal.☐ Charge this Deposit Account if any additional fee is required8. Deposit Account Number: 12-2475

DO NOT USE THIS SPACE

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.

Date: November 14, 2001

William A. English, Reg No. 42,515

Total number of pages including cover sheet: 6

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

Director — U.S. Patent and Trademark Office
 Box Assignments
 Washington, D.C. 20231

01/23/2002 SFELEKE1 00000066 09922602

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PATENT
 REEL: 012493 FRAME: 0537

ASSIGNMENT OF PATENT APPLICATION

WHEREAS, WE, **SHERYL W. HIGGINS**, a citizen of UNITED STATES, **GEORGE D. HERMANN**, a citizen of UNITED STATES, **DAVID WILLIS**, a citizen of UNITED STATES, **THOMAS A. HOWELL**, a citizen of UNITED STATES, and **GAIL LEBOVIC**, a citizen of UNITED STATES hereinafter referred to as "ASSIGNORS"), have invented a certain invention entitled Device for Cushioning of Compression Surfaces for which application for Letters Patent of the United States of America has been filed on August 3, 2001, assigned Serial No. 09/922,602; and

WHEREAS, **BIOLUCENT, INC.**, a corporation organized and existing under and by virtue of the laws of the **California** and having its place of business at 27271 Aliso Creek Road, Suite 125, Aliso Viejo, California 92656 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under any Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer and set over unto the said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said invention and to all Letters Patent or application or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said invention by said application, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNORS hereby authorize and request the United States Commissioner of Patents and

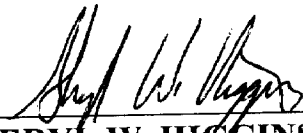
Trademarks and any officials of foreign countries whose duty it is to issue patents or any legal equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

WITNESS my hand at Aliso Viejo, California, this 10th day of October,

2001.



SHERYL W. HIGGINS

WITNESS my hand at _____, California, this _____ day of October,

2001.

GEORGE D. HERMANN

Trademarks and any officials of foreign countries whose duty it is to issue patents or any legal equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

WITNESS my hand at _____, California, this _____ day of October, 2001.

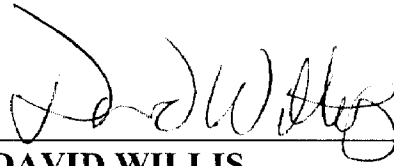
SHERYL W. HIGGINS

WITNESS my hand at ANCHORAGE, ALASKA, this 1ST day of November, 2001.

George O. Hermann
GEORGE D. HERMANN

WITNESS my hand at PORTOLA VALLEY, California, this 30 day of October,

2001.



DAVID WILLIS

WITNESS my hand at Portola Valley, California, this 30 day of October,

2001.



THOMAS A. HOWELL

WITNESS my hand at _____, California, this _____ day of October,

2001.

GAIL LBOVIC

WITNESS my hand at _____, California, this _____ day of October,

2001.

DAVID WILLIS

WITNESS my hand at _____, California, this _____ day of October,

2001.

THOMAS A. HOWELL

WITNESS my hand at Mt. Diablo Park, California, this 31 day of October,

2001.



GAIL LEBOVIC