

2/20/02

03-05-2002

Form PTO-1595  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102000476

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

1. Name of conveying party(ies):

Robert Arena  
Robert Schwartz  
N. David Kuperstock  
Robert O'Donnell  
Gordon Boronow

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

American Skandia Life Assurance  
Name: Corporation

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

One Corporate Drive

City: Shelton

State: CT

Zip: 06484

Additional name(s) & address(es) attached: ☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other \_\_\_\_\_

Execution Date: January 28, 2002

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the new application is: February 20, 2002

A. Patent Application No.(s):

60/269,797

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

10/679795

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

Name: Martin M. Zoltick  
Collen Law Associates, PC

Internal Address: Atty. Dkt.: 00126-116-USP

Street Address: The Holyoke Manhattan Building  
80 South Highland Avenue

City: Ossining

State: NY

Zip: 10562

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41) \$ 80.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

03-2465

(Attach duplicate copy of this page if paying by deposit account)

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.

Martin M. Zoltick  
Name of Person Signing

Signature

February 20, 2002  
Date

Total number of pages including cover sheet, attachments, and documents: 12

I hereby certify that the foregoing document is being deposited with the U.S. Postal Service as Express Mail Label No. ET858751186US, in an envelope addressed to Commissioner of Patents, Box Patent Application, Washington, DC 20231 on the date shown below.

Date: 2/20/02

Vicki L. Hudson

(Vicki L. Hudson)

PATENT  
REEL: 012620 FRAME: 0551

**ASSIGNMENT BY INVENTORS**

**THIS ASSIGNMENT**, made this 11<sup>th</sup> day of October, 2001 by

Robert Arena, 5 Wynham Lane, Farmington, CT 06032

Robert Schwartz, 218 Broad Hill Road, West Granby, CT 06090

David Kuperstock, 2 Debby Lane, Woodbridge, CT 06525

Robert O'Donnell, 451 Hill Road, Harwinton, CT 06791

Gordon Boronow, 51 Killian Avenue, Trumbull, CT 06611

(hereinafter referred to as Assignors);

**WHEREAS**, Assignors have invented certain new and useful improvements in **Variable Adjustable Immediate Annuity**, set forth in a Provisional Application for Letters Patent of the United States, Application Number 60/269,797.

**WHEREAS**, American Skandia Life Assurance Corporation, organized under and pursuant to the laws of the State of Connecticut, having its principal place of business at One Corporate Drive, Shelton, CT, 06484 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said

application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

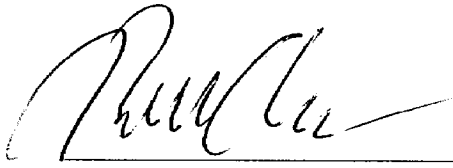
**AND** Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

COLLEN LAW ASSOCIATES, PC  
HOLYOKE MANHATTAN BUILDING  
80 South Highland Avenue  
Ossining, New York, 10562

Martin M. Zoltick      Reg. No. 35,745  
Robert M. McDermott      Reg. No. 41,508

**AND** Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

12-16-01



Docket No. 69745

Date

Robert Arena

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Date

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Robert Schwartz

11/27/01

Date

A handwritten signature in black ink, appearing to read 'David Kuperstock', written over a horizontal line.

David Kuperstock

12/19/2001

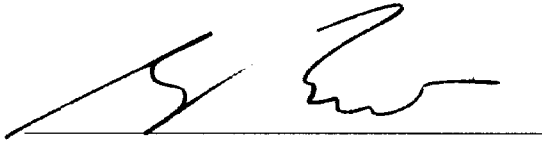
Robert O'Donnell

Date

Robert O'Donnell

Oct 11, 2001

DATE



Gordon Boronow

**ASSIGNMENT BY INVENTOR**

**THIS ASSIGNMENT**, made this 28<sup>th</sup> day of January, 2002 by Robert Schwartz (hereinafter referred to as Assignor), residing at 218 Broad Hill Road, West Granby, CT 06090;

**WHEREAS**, Assignor has invented certain new and useful improvements in a **VARIABLE ADJUSTABLE IMMEDIATE ANNUITY** set forth in Provisional Application for Letters Patent of the United States, Application Number 60/269,797; and

**WHEREAS**, American Skandia Life Assurance Corporation, a corporation organized under and pursuant to the laws of the State of Connecticut, having its principal place of business at One Corporate Drive, Shelton, CT 06484 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor with the understanding that the Assignee agrees to assume any and all liabilities to which the Assignor would have been subject, had this sale and assignment not been made.

**AND** for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the Assignor's right, title and interest in and to the said inventions and application for Letters Patent above-mentioned are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, with Assignor being compensated by Assignee, its successors, legal representatives and assigns for time spent and expenses incurred by Assignor in performing such acts, consistent with the normal rate at which Assignor is compensated by Assignee for the consulting services provided by Assignor to Assignee, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

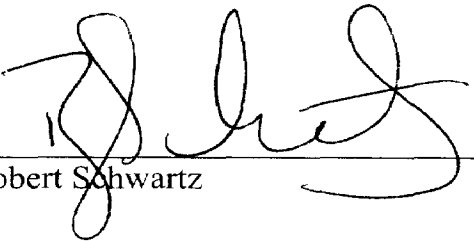
**AND** Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

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Holyoke Manhattan Building  
80 South Highland Avenue  
Ossining, New York 10562

Martin M. Zoltick	Reg. No. 35,745
Robert M. McDermott	Reg. No. 41,508

**AND** Assignor acknowledges an obligation of assignment of this invention to  
Assignee at the time the invention was made.

1/28/02  
Date

  
Robert Schwartz