

MJD
2/14/02

03-06-2002

Docket No. 61151/JPW/PJP

FORM PTO-1595 (Substitute)

1-31-92



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

102004127

To the Honorable Commissioner of Patents

are attached original documents or copy thereof.

1. Name of conveying party(ies):

Ira S. Cohen

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

2. Name and address of receiving party(ies):

Name: Research Foundation of State University of New York

Internal Address: _____

Street Address: _____

City Stony Brook State N.Y. ZIP 11794-3369

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

3. Nature of Conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other _____

Execution Date: October 25, 2001

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)

B. Patent No.(s)

Serial No. 09/875,388

FEB 14 2002

Additional numbers attached? Yes No

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

Name: John P. White

Internal Address: _____

Street Address: Cooper & Dunham LLP
1185 Avenue of the Americas

City: New York State: New York ZIP 10036

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):..... \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

03-3125

(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.

Peter J. Phillips

Name of Person Signing

Peter J. Phillips
Signature

1/25/02
Date

Total Number of pages including cover sheet: 3

I hereby certify that this paper is being deposited this date with the U.S. Postal Service as first class mail addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231.

Peter J. Phillips 1/25/02
Peter J. Phillips, Reg. No. 29,691 Date

03/05/2002 DBYRME 00000031 033125 09875388

01 FC-581 40-00 CH
OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the office of Management and Budget, Paperwork Reduction Project. (0651-0011). Washington, D.C. 20503

ASSIGNMENT

In consideration of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, I, the undersigned,

Ira S. Cohen, residing at 23 Hawks Nest Rd.
STONY BROOK N.Y. 11790

Ira S. Cohen
10/25/01

Han-Gang Yu, residing at

Hereby sell, assign and transfer to RESEARCH FOUNDATION OF STATE UNIVERSITY OF NEW YORK at Stony Brook, having a place of business at Stony Brook, New York 11794-3369, its successors, assigns and legal representatives, their entire right, title and interest for all countries, in and to any and all inventions which are disclosed and claimed, and any and all inventions which are disclosed but not claimed, in the application for United States Patent, and is entitled

IMPLANTATION OF BIOLOGICAL PACEMAKER THAT IS MOLECULARLY DETERMINED

which application was filed on June 6, 2001, and assigned Serial No. 09/875,388 and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for U.S. Letters Patent or other related property rights in any and all foreign countries which have been or shall be filed on any of said inventions disclosed in said application; and in and to all original and reissued patents or related foreign documents which have been or shall be issued on said inventions;

Authorize and request the Commissioner of Patents of the United States to issue to said Assignee, the entity above named, its successors, assigns and legal representatives, in accordance with this assignment, any and all United States Letters Patent on said inventions or any of them disclosed in said application;

Agree that said Assignee may apply for and receive foreign Letters Patent or rights of any other kind for said inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the aforesaid United States patent application under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, said Assignee, its successors,

PATENT

REEL: 012626 FRAME: 0084

assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned or the undersigned's executors or administrators will for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said inventions and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

10/25/01
Ira S. Cohen [L.S.]
Ira S. Cohen

Date: 10/25/01

Witness: Jiying Wu
460 Old Town Rd. Apt. 7A
Port Jefferson Station, NY 11776

Date: 10/25/01

Witness: Wei Wang
315 Chapin Complex Stony Brook 11790

Han-Gang Yu [L.S.]

Date: _____

Witness: _____

Date: _____

Witness: _____