

03-14-2002



102011405

ATTY DOCKET NO. 22521.00004

ER SHEET

To the Commissioner for Patents and Trademarks: Please record the attached original documents or a copy thereof.

1. Name of conveying party(ies): Donald J. Larnard and Dan Sachs

Additional name(s) of conveying party(ies) attached?

☐ Yes☒ No 3-5-02

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

Name: Seacoast Technologies, Inc.
Street Address: 38 Depot Road, Hampton Falls, New Hampshire 03844

3. Nature of conveyance:

- ☒ Assignment ☐ Security Agreement
☐ Merger ☐ Change of Name
☐ Other:

Execution Dates: January 15, 2002 and
January 07, 2002

Additional name(s) & address(es) attached?

☐ Yes☒ No

4. Application number(s) or patent number(s): (If this document is being filed together with a new application, the execution dates of the application are:

A. Patent Application No(s): 09/971,016

B. Patent No(s):

Additional numbers attached? ☐ Yes ☒ No

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

Atty. Name: John Christopher
Firm Name: Christopher, Weisberg & Crush, P.A.
Street Address: 200 East Las Olas Boulevard
Suite 2040
City/State: Fort Lauderdale, FL
Zip Code: 33301

6. Total number of applications and patents involved? 1

7. Total fee (37 CFR 3.41):

- ☒ Fee Enclosed
☐ Charge Deposit Account No.
☐ The Commissioner is hereby authorized to charge underpayment/credit overpayment to Deposit Account No.

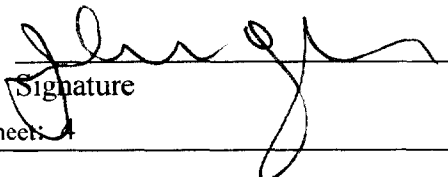
(Attach duplicate copy of this page if paying fees by Deposit Account)

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.)

John Christopher

Name of Attorney



Signature

January 24, 2002

Date

Total number of pages including cover sheet: 4

399

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PATENT
REEL: 012659 FRAME: 0235

ASSIGNMENT

Whereas we, the undersigned Donald J. Larnard residing at 38 Depot Road, Hampton Falls, New Hampshire 03844, and Dan Sachs, residing at 65 Anderson Street, Apt. #3A, Boston, Massachusetts 02108, hereby have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled EXPANDABLE DEVICE FOR THERMAL THERAPY INCLUDING SPIRAL ELEMENT, identified as Attorney Docket No. 22521.00004, which application was executed by us on 1/15/02 and 1/7/02; and

Whereas, Seacoast Technologies, Inc., a Delaware corporation, having a place of business at 38 Depot Road, Hampton Falls, New Hampshire 03844, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited.

In the event that the execution date, filing date and/or Application No. are not entered above at the time we execute this document, and if such information is deemed necessary, we hereby authorize and request our attorneys at Gunster, Yoakley & Stewart, P.A., 500 East Broward Boulevard, Suite 1400, Fort Lauderdale, Florida 33394, to insert above the execution date, filing date and/or Application Number of said application.

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, reissue, re-examination and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries , applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;
5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

Dated: 15 Jan 02

Donald J. Larnard
Donald J. Larnard

On this 15th day of January, ²⁰⁰²~~2001~~, before me appeared Donald J. Larnard, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Carlene M. Gotimer
Notary Public

[Seal]

My commission expires: ^{CARLENE M. GOTIMER, Notary Public}
My Commission Expires June 20, 2006

Dated: 01/07/02

Dan Sachs
Dan Sachs

On this 7th day of January, 200~~1~~, before me appeared Dan Sachs, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Margaret S. Honeau
Notary Public

[Seal]

My commission expires: Feb 7, 2008

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