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FORM PTO-1595

(Rev. 3/01) Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

IT

U. S. DEPARTMENT OF COMMERCE



102027861

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

1. Name of conveying parties(ies):

ACTISYSTEMS, INC.
1409 Pine Oak Place
Edmond, Oklahoma 73034

Additional name(s) of conveying party(ies):

Attached? ☐ Yes ☒ No

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

MASI TECHNOLOGIES, L.L.C.
1201 Louisiana Street, Suite 700
Houston, Texas 77002

Additional name(s) & address(es)

Attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: **November 17, 2000**4. Application number(s) or patent number(s): **09/542,817**

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).

Additional numbers attached? ☐ Yes ☒ No

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

Leslie V. Payne
Conley, Rose & Tayon, P.C.
P. O. Box 3267
Houston, Texas 77253-3267

6. Total number of application and patents involved: _____

7. Total fee (37 CFR 3.41)\$ **40.00**☐ Enclosed☒ Authorized to be charged to deposit account8. Deposit account number: **03-2769**

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

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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

Leslie V. Payne

Name of Person Signing

Signature

January 23, 2002

Date

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

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

65195.01/1894-00800(LVP)

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PATENT
REEL: 012689 FRAME: 0974

INTELLECTUAL PROPERTY ASSIGNMENT

For good and valuable consideration, including the satisfaction of their relevant obligations pursuant to the "Business Venture Agreement" between ACTISYSTEMS, INC., a corporation organized and existing under the laws of Texas, having a place of business at 1409 Pine Oak Place, Edmond, Oklahoma 73034 ("Assignor") and M-I-L.L.C., Assignor agrees as follows:

A. PATENTS

Assignor hereby ASSIGNS, SELLS and CONVEYS to MASI TECHNOLOGIES, L.L.C. ("Assignee"), a limited liability company organized under the laws of Delaware, the entire right, title and interest throughout the world in and to:

1. Said inventions disclosed and claimed in the following patents and patent applications:

| Patent No./Patent Appl. Serial No. | Filing Date |
|------------------------------------|-------------|
| U.S. Pat. No. 5,881,826 | 02/13/97 |
| PCT/US98/02566 | 02/10/98 |
| U.S. Appl. SN 09/320,375 | 05/07/99 |
| EPO Appl. SN 98906296.3 | 10/20/99 |
| Norway Appl. SN 19993925 | 08/13/99 |
| Mexico Appl. SN 00997467 | 08/12/99 |
| Venezuela Appl. SN 274/98 | 02/12/98 |
| Canada Appl. SN 2,280,713 | 08/11/99 |
| U.S. Pat. No. 6,123,159 | 07/24/98 |
| PCT/US99/15725 | 07/12/99 |
| Venezuela Appl. SN 1428-99 | 07/19/99 |
| Argentina Appl. SN P 99 01 03580 | 07/21/99 |
| U.S. Appl. SN 09/591,008 | 06/09/00 |
| U.S. Pat. No. 6,148,917 | 02/09/99 |
| PCT/US99/31038 | 12/27/99 |
| Venezuela Appl. SN 2000-000260 | 02/07/00 |
| Argentina Appl. SN P 00 01 00517 | 02/07/00 |
| U.S. Pat. Appl. SN 09/246,935 | 02/09/99 |
| PCT/US99/31050 | 02/07/00 |
| Venezuela Appl. SN 2000-000258 | 02/07/00 |
| Argentina Appl. SN P 00 01 00518 | 02/07/00 |
| U.S. Pat. Appl. SN 09/246,932 | 02/09/99 |
| PCT/US99/31049 | 12/27/99 |
| Venezuela Appl. SN 2000-000259 | 02/07/00 |
| Argentina Appl. SN P 00 01 00519 | 02/07/00 |
| U.S. Appl. SN 09/542,817 | 04/04/00 |
| U.S. Pat. No. 5,916,849 | 07/24/98 |
| Argentina Appl. SN P 99 01 03579 | 07/21/99 |

| Patent No./Patent Appl. Serial No. | Filing Date |
|------------------------------------|-------------|
| Venezuela Appl. SN 1432-99 | 07/19/99 |
| PCT/US99/10047 | 05/07/99 |
| U.S. Patent No. 5,977,030 | 01/11/99 |
| U.S. Pat. No. 6,127,319 | 10/29/99 |

2. All applications for patent or like protection on said inventions in paragraph 1 above, that have now been or may in the future be made by Assignor or its representatives, whether in the United States or in any other country or place anywhere in the world;
3. All patents and like protection that have now been or may in the future be granted on said inventions to Assignor or its legal representatives, whether in the United States or in any other country or place anywhere in the world;
4. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, reexaminations, foreign counterparts and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future laws and statutes;
5. All rights of action on account of past, present, and future unauthorized use of said inventions or infringement of said patents, unpaid royalties and like protection;
6. The right of Assignee to file in its name applications for patents and like protection for said inventions in any country or countries foreign to the United States; and
7. All international rights of priority associated with said inventions, applications, patents, and like protection.

B. TRADEMARKS

Assignor hereby ASSIGNS, SELLS and CONVEYS to MASI TECHNOLOGIES, L.L.C. ("Assignee"), a limited liability company organized under the laws of Delaware, the entire right, title and interest throughout the world in and to:

1. The following trademarks:

AphronICS™
PolyphronICS™
ActiGuard™
ActiVator I™
ActiVator II™
BlueStreak™
Go Devil™
Go Devil II™

PassiVator™
Tri-Vis™
Tri-Vis cP+™
Micro-Mul™
DynaTrol™
Micro-Dyne™

2. The goodwill symbolized by the Trademarks;
3. The right of Assignee to file in its name, registrations for said Trademarks in the United States or any country foreign to the United States; and
4. All international rights of priority associated with said Trademarks.

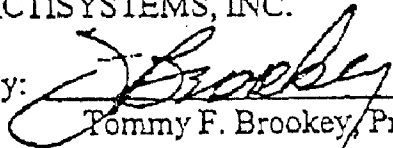
and Assignor covenants that it and its heirs, legal representatives, assigns, administrators, and executors, will, at the expense of ASSIGNEE, execute all papers and perform such other acts as may be reasonably necessary to give ASSIGNEE the full benefit of this Assignment.

EXECUTED at the place and on the date indicated below:

ASSIGNOR

ACTISYSTEMS, INC.

By:


Tommy F. Brookey, President

Date: November 17, 2000

THE STATE OF TEXAS


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§
§

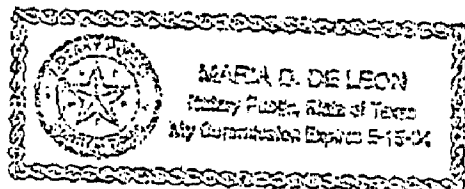
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Tommy F. Brookey, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of November 2000.

[SEAL]


Notary Public



32863.01/1394.00300