

ASSIGN

03-27-2002

COVER SHEET *Patents Only*

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

102033196

March 12, 2002
Attorney Dkt: 9159-2IP4

1. Name of conveying party(ies):

Joseph M. Starobin
Yuri B. Chernyak



3-21-02

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

MediWave Star Technology Inc.
5925 West Friendly Avenue, Suite 100
Greensboro, North Carolina 27410

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

3. Nature of conveyance:

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

Execution Date: February 19, 22, 2002Additional name(s) & address(es) attached? ☐ Yes ☒ No4. Application Serial No. 10/036,004 Patent No.

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

Additional numbers attached? Yes ☒ No

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

USPTO Customer No. 20792
Kenneth D. Sibley, Esq.
Myers Bigel Sibley & Sajovec
Post Office Box 37428
Raleigh, North Carolina 27627

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: 50-0220

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.

Kenneth D. Sibley, Reg #31,665
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and document: 4



ASSIGNMENT

THIS ASSIGNMENT, made by us, **Joseph M. Starobin**, a citizen of the United States of America, residing at 2921 New Hanover Drive, City of Greensboro, County of Guilford, State of North Carolina 27408 and **Yuri B. Chernyak**, a citizen of the United States of America, residing at 103 Fifer Lane, City of Lexington, County of Middlesex, State of Massachusetts 04240;

WITNESSETH: That,

WHEREAS, we are the joint inventors of certain new and useful improvements in **METHOD AND SYSTEM FOR EVALUATING CARDIAC ISCHEMIA WITH HEART RATE FEEDBACK** for which an application for United States Letters Patent has been filed in the United States Patent and Trademark Office on **December 26, 2001**, under **Serial No. 10/036,004**, and

WHEREAS, **MediWave Star Technology Inc.**, a North Carolina corporation having a principal place of business at 5925 West Friendly Avenue, Suite 100, City of Greensboro, County of Guilford, State of North Carolina 27410, hereinafter referred to as assignee, is desirous of acquiring the entire right, title, and interest in and to said invention as described in said application, and in and to any and all Letters Patent which shall be granted therefor in the United States of America and all foreign countries;

NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have sold and by these presents do hereby sell, assign, transfer, and convey unto the said assignee, its successors and assigns, the entire right, title, and interest in and to the said invention and application, and in and to any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent of the United States of America and all foreign countries or reissues thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with the right to claim the priority of said application in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by said assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made.

We hereby request that said Letters Patent be issued in accordance with this assignment.

We further covenant and agree that, at the time of the execution and delivery of these presents, we possess full title to the invention and application above-mentioned, and that we have the unencumbered right and authority to make this assignment.

We further covenant and agree to bind our heirs, legal representatives, and assigns promptly to communicate to said assignee or its representatives any facts known to us relating to said invention, to testify in any interference or legal proceedings involving said invention, to execute any additional papers which may be requested to confirm the right of the assignee, its representatives, successors, or assigns to secure patent or similar protection for the said invention in all countries and to vest in the assignee complete title to the said invention and Letters Patent, without further compensation, but at the expense of said assignee, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 19 day of February, 2002.

J. Starobin (SEAL)
JOSEPH M. STAROBIN

STATE OF NORTH CAROLINA)
) ss:
COUNTY OF GUILFORD)

Before me personally appeared Joseph M. Starobin, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purposes therein stated, this 19 day of February, 2002.

[Signature]
Notary Public

SEAL

My Commission Expires:

June 24, 2006

of February, 2002.

2.  (SEAL)
YURI B. CHERNYAK

[illegible]

Before me personally appeared Yuri B. Chernyak, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purposes therein stated, this 22 day of February, 2002.

Notary Public

SEAL

My Commission Expires: JEROD R. COLLEY
Notary Public
 My Commission Expires
 August 30, 2007