

5/14/02

05-22-2002

PATENT

MDS-012 (6219/18)

REC



102098649

IEET

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- Resubmission (Non-Recordation)
- Document ID#:
- Correction of PTO Error
- Reel #: Frame #:
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Conveyance Type

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- License
- Merger
- Security Agreement
- Change of Name
- Other
- U.S. Government**
(For use ONLY by U.S. Government Agencies)
- Departmental File
- Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name	Execution Date		
	Month	Day	Year
Robert J. Nordstrom	11	26	2001
David Bee	12	12	2001
Mark Modell	12	03	2001
Ze'ev Hed	11	20	2001
Product Genesis, Inc.	01	20	2001

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

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

PATENT
REEL: 012907 FRAME: 0192

Correspondent Name and Address

Area Code and Telephone Number (617) 248-7000

Name Patent Administrator

Address (line 1) Testa, Hurwitz & Thibeault, LLP

Address (line 2) High Street Tower

Address (line 3) 125 High Street

Address (line 4) Boston, MA 02110

Pages Enter the total number of pages of the attached conveyance document including any attachments. 14

Application Number(s) or Patent Number(s) Mark if additional numbers attached Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Table with 2 main columns: Patent Application Number(s) and Patent Number(s). Each column has 4 rows of input boxes. The first box in the first column contains '09/591,706'.

Patent Cooperation Treaty (PCT) Enter PCT application number only if a U.S. Application Number has not been assigned. PCT [] PCT [] PCT [] PCT [] PCT [] PCT []

Number of Properties Enter the total number of properties involved. # 1

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00 Method of Payment: Enclosed [x] Deposit Account [] Deposit Account Number # 20-0531 Authorization to charge additional fees: Yes [x] No []

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. Charges to deposit account are authorized, as indicated herein.

Joseph B. Milstein, Reg. No. 42,897 Name of Person Signing

Signature (Handwritten signature of Joseph B. Milstein)

May 6, 2002 Date

2383055

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

ASSIGNMENT

WHEREAS, We, Robert Nordstrom, David Bee, Mark Modell, and Ze'ev Hed have invented one or more improvements in:

An Optical Probe Accessory Device for Use in In Vivo Diagnostic Procedures

described in an application (or provisional application) for Letters Patent of the United States:

identified by Attorney Docket No. MDS-012, and/or executed by us of even date herewith and about to be filed in the United States Patent Office;

Serial No. 09/591,706 filed in the United States Patent Office on June 9, 2000; and

WHEREAS, MediSpectra Incorporated (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of Delaware, and having a usual place of business at 45 Hartwell Avenue, Lexington, Massachusetts desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the inventions described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under international convention, including but not limited to continuations, divisionals, reissues, and reexaminations of said application or such Letters Patent; said inventions, applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said inventions, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE for its own name as assignee of our entire right, title and interest therein.

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including: the execution of applications for patents in foreign countries; the execution of substitution, reissue, divisional or continuation applications; and preliminary or other statements or the giving of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved; and

we further hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on that date of our execution of this assignment;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor: Robert Nordstrom
Robert Nordstrom

Commonwealth of Massachusetts)
County of Plymouth) ss

Subscribed and sworn to before me, by the above-named Robert Nordstrom, this 26th
day of November, 2001

[Signature]
Notary Public
My Commission Expires MY COMMISSION EXPIRES
JANUARY 23, 2005

Inventor: _____
David Bee

Commonwealth of Massachusetts)
County of _____) ss

Subscribed and sworn to before me, by the above-named David Bee this _____ day of _____, 2001.

Notary Public
My Commission Expires: _____

Inventor: _____
Mark Modell

Commonwealth of Massachusetts)
County of) ss

Subscribed and sworn to before me, by the above-named Mark Modell this _____ day of _____, 2001.

Notary Public
My Commission Expires: _____

Inventor: _____
Ze'ev Hed

Commonwealth of Massachusetts)
County of) ss

Subscribed and sworn to before me, by the above-named Ze'ev Hed this _____ day of _____, 2001.

Notary Public
My Commission Expires: _____

2223661

ASSIGNMENT

WHEREAS, We, Robert Nordstrom, David Bee, Mark Modell, and Ze'ev Hed have invented one or more improvements in:

An Optical Probe Accessory Device for Use in In Vivo Diagnostic Procedures

described in an application (or provisional application) for Letters Patent of the United States:

identified by Attorney Docket No. MDS-012, and/or executed by us of even date herewith and about to be filed in the United States Patent Office;

Serial No. 09/591,706 filed in the United States Patent Office on June 9, 2000; and

WHEREAS, MediSpectra Incorporated (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of Delaware, and having a usual place of business at 45 Hartwell Avenue, Lexington, Massachusetts desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the inventions described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under international convention, including but not limited to continuations, divisionals, reissues, and reexaminations of said application or such Letters Patent; said inventions, applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said inventions, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE for its own name as assignee of our entire right, title and interest therein.

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including: the execution of applications for patents in foreign countries; the execution of substitution, reissue, divisional or continuation applications; and preliminary or other statements or the giving of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved; and

we further hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on that date of our execution of this assignment;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor: _____
Robert Nordstrom

Commonwealth of Massachusetts)
County of) ss

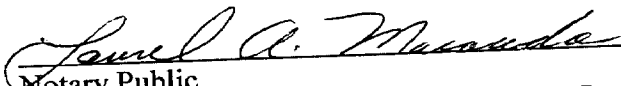
Subscribed and sworn to before me, by the above-named Robert Nordstrom this _____
day of _____, 2001

Notary Public
My Commission Expires: _____

Inventor:  _____
David Bee

Commonwealth of Massachusetts)
County of) ss

Subscribed and sworn to before me, by the above-named David Bee this 12 day of
DECEMBER, 2001.


Notary Public
My Commission Expires: 9-26-08

Inventor: _____
Mark Modell

Commonwealth of Massachusetts)
County of) ss

Subscribed and sworn to before me, by the above-named Mark Modell this _____ day of _____, 2001.

Notary Public
My Commission Expires: _____

Inventor: _____
Ze'ev Hed

Commonwealth of Massachusetts)
County of) ss

Subscribed and sworn to before me, by the above-named Ze'ev Hed this _____ day of _____, 2001.

Notary Public
My Commission Expires: _____

2223661

ASSIGNMENT

WHEREAS, We, Robert Nordstrom, David Bee, Mark Modell, and Ze'ev Hed have invented one or more improvements in:

An Optical Probe Accessory Device for Use in In Vivo Diagnostic Procedures

described in an application (or provisional application) for Letters Patent of the United States:

identified by Attorney Docket No. MDS-012, and/or executed by us of even date herewith and about to be filed in the United States Patent Office;

Serial No. 09/591,706 filed in the United States Patent Office on June 9, 2000; and

WHEREAS, MediSpectra Incorporated (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of Delaware, and having a usual place of business at 45 Hartwell Avenue, Lexington, Massachusetts desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the inventions described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under international convention, including but not limited to continuations, divisionals, reissues, and reexaminations of said application or such Letters Patent; said inventions, applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said inventions, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE for its own name as assignee of our entire right, title and interest therein.

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including: the execution of applications for patents in foreign countries; the execution of substitution, reissue, divisional or continuation applications; and preliminary or other statements or the giving of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved; and

we further hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on that date of our execution of this assignment;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor: _____
Robert Nordstrom

Commonwealth of Massachusetts)
County of) ss

Subscribed and sworn to before me, by the above-named Robert Nordstrom this _____
day of _____, 2001

Notary Public
My Commission Expires: _____

Inventor: _____
David Bee

Commonwealth of Massachusetts)
County of) ss

Subscribed and sworn to before me, by the above-named David Bee this _____ day of
_____, 2001.

Notary Public
My Commission Expires: _____

Inventor: Mark Modell
Mark Modell

Commonwealth of Massachusetts)
County of MIDDLESEX) ss

Subscribed and sworn to before me, by the above-named Mark Modell this 3rd day of December, 2001.

Karen McManamon
Notary Public
My Commission Expires: KAREN McMANAMON
Notary Public
My Commission Expires
August 23, 2007

Inventor: _____
Ze'ev Hed

Commonwealth of Massachusetts)
County of _____) ss

Subscribed and sworn to before me, by the above-named Ze'ev Hed this _____ day of _____, 2001.

Notary Public
My Commission Expires: _____

2223661

ASSIGNMENT

WHEREAS, We, Robert Nordstrom, David Bee, Mark Modell, and Ze'ev Hed have invented one or more improvements in:

An Optical Probe Accessory Device for Use in In Vivo Diagnostic Procedures

described in an application (or provisional application) for Letters Patent of the United States:

identified by Attorney Docket No. MDS-012, and/or executed by us of even date herewith and about to be filed in the United States Patent Office;

Serial No. 09/591,706 filed in the United States Patent Office on June 9, 2000; and

WHEREAS, MediSpectra Incorporated (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of Delaware, and having a usual place of business at 45 Hartwell Avenue, Lexington, Massachusetts desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the inventions described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under international convention, including but not limited to continuations, divisionals, reissues, and reexaminations of said application or such Letters Patent; said inventions, applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said inventions, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE for its own name as assignee of our entire right, title and interest therein.

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including: the execution of applications for patents in foreign countries; the execution of substitution, reissue, divisional or continuation applications; and preliminary or other statements or the giving of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved; and

we further hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on that date of our execution of this assignment;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor: _____
Robert Nordstrom

Commonwealth of Massachusetts)
County of) ss

Subscribed and sworn to before me, by the above-named Robert Nordstrom this _____
day of _____, 2001

Notary Public
My Commission Expires: _____

Inventor: _____
David Bee

Commonwealth of Massachusetts)
County of) ss

Subscribed and sworn to before me, by the above-named David Bee this _____ day of
_____, 2001.

Notary Public
My Commission Expires: _____

Inventor: _____
Mark Modell

Commonwealth of Massachusetts)
County of _____) ss

Subscribed and sworn to before me, by the above-named Mark Modell this _____ day of _____, 2001.

Notary Public
My Commission Expires: _____

Inventor: *A. Z. Hed*
Ze'ev Hed

Commonwealth of Massachusetts)
County of Middlesex) ss

Subscribed and sworn to before me, by the above-named Ze'ev Hed this 20th day of November, 2001.

Kevin Ricci
Notary Public
My Commission Expires: _____
KEVIN M. RICCI
Notary Public
My Commission Expires:
March 24, 2006

2223661

ASSIGNMENT

WHEREAS, Product Genesis, Inc., a Massachusetts corporation having a principal business address at 245 Bent St., Cambridge, MA 02141 (“ASSIGNOR”), is the owner of an interest in and to patent application Serial No. **09/591,706**, filed in the United States Patent Office on **June 9, 2000**; and

WHEREAS, MediSpectra, Inc., a Massachusetts corporation having a principal place of business at 45 Hartwell Avenue, Lexington, Massachusetts 02421 (“ASSIGNEE”), desires to acquire the entire right, title and interest in and to the patent application;

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR sells, assigns, and transfers to said ASSIGNEE, its successors and assigns, its entire right, title and interest in and to all letters patent of the United States and all foreign countries which have been or shall be granted on said patent application, or on any divisionals, continuations, continuations-in-part, reissues, extensions or other applications based in whole thereon; the same to be held and enjoyed by ASSIGNEE for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, if this assignment and sale had not been made; together with all claims for damages by reason of past infringement of said patents, with the right to sue for such damages, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives;

AND, ASSIGNOR agrees for itself and its successors and assigns, with said ASSIGNEE and its successors and assigns, but at the expense and charge of said ASSIGNEE, hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper to secure the transfer to the said ASSIGNEE and its successors and assigns of Letters Patent in the United States and all other countries, with specifications and claims to vest and confirm in said ASSIGNEE and its successors and assigns, the legal title to all such patents and to otherwise give full effect to and perfect the rights of said ASSIGNEE under this assignment;

AND, ASSIGNOR does hereby authorize and request competent authorities to issue said Letters Patent as shall be granted upon said applications to said ASSIGNEE and its successors and assigns. ASSIGNOR hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

IN WITNESS WHEREOF, the ASSIGNOR has caused this instrument to be executed by its duly authorized officer this 30th day of January, 2001.

Product Genesis Inc.

By: [Signature]
Title: DIRECTOR OF BUSINESS DEVELOPMENT

State of Massachusetts)
County of Middlesex) ss

Wayne Becker

Subscribed and sworn before me, by the above-named ~~30th~~ this 30th day of January, 2001.

[Signature]
Notary Public
My Commission Expires: 10/9/2003

2018860