

06-05-2002

ATTORNEY DOCKET NO. 1824/004



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U.S. PATENT AND TRADEMARK OFFICE
ASSIGNMENT BRANCH

RECORDED DOCUMENT COVER SHEET

Box Assignment
Commissioner of Patents and Trademarks
Washington, D.C. 20231

5.31.02

Dear Sir:

It is respectfully requested that the enclosed document be recorded in the United States Patent Office, against the items identified, according to the information below:

Party Conveying the Interest: XACTIX, Inc., a Pennsylvania corporation

Party Receiving the Interest: Verimetra, Inc., a Pennsylvania corporation

Address of Party Receiving the Interest:

2403 Sidney Street, Suite 535
Pittsburgh, Pennsylvania 15203

Description of the Interest Conveyed:

All right, title and interest in one (1) patent application:

United States Application Serial No. 10/124,082, filed April 17, 2002, which is a division of United States Application Serial No. 09/626,273, filed July 25, 2000.

FINANCE SECTION

MAY 21 AM 8:11

RECEIVED

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Box Assignments, Commissioner of Patents and Trademarks, Washington, D.C. 20231 on:

May 15, 2002
Date of Deposit

Philip E. Levy
Name of Person Signing

Philip E. Levy
Signature

06/04/2002 DBYRNE 00000193 10124082
01 FC:581

40.00 DP

PATENT
REEL: 012942 FRAME: 0842

Correspondence Address:

Philip E. Levy, Esq.
Metz Lewis LLC
11 Stanwix Street, 18th Floor
Pittsburgh, Pennsylvania 15222

Number of items identified: 1

Total Fee: \$40.00

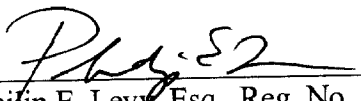
A check in the amount of \$40.00 is enclosed. Authorization is given to charge any additional amount necessary for the recordation of this document to our Deposit Account No. 50-0525.

Date of Execution of the Recorded Document: May 22, 2001

The statements made herein, to the best of the undersigned's knowledge and belief, are true and correct and any copies submitted are true and correct copies.

Respectfully submitted,

METZ LEWIS LLC

By 
Philip E. Levy, Esq., Reg. No. 40,700

ASSIGNMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the 22nd day of May, 2001 ("Effective Date"), by and between Xactix, Inc., a Pennsylvania corporation having offices at 2403 Sidney Street, Suite 565, Pittsburgh, Pennsylvania 15203 ("XACTIX"), and Verimetra, Inc., a Pennsylvania corporation having offices at 2403 Sidney Street, Suite 565, Pittsburgh, Pennsylvania 15203 ("VERIMETRA").

WHEREAS, by assignment recorded in the United States Patent and Trademark Office on Reel 011104, Frame 0035, XACTIX is the owner of all right, title, and interest in and to United States Patent Application Serial No. 09/626,273, filed July 25, 2000, in the name of the inventors, Kyle S. Leboutz and Michele Migliuolo, entitled CUTTING INSTRUMENT HAVING INTEGRATED SENSORS, the invention disclosed and claimed therein, any divisions, continuations, and continuations-in-part thereof, all United States patents issued thereon, including all reissues and/or reexaminations thereof, and all foreign patents and applications that rely thereon for priority (the "Patents"); and

WHEREAS, VERIMETRA desires to acquire and XACTIX is willing to assign to VERIMETRA all of XACTIX's right, title, and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, including, but not limited to, certain consideration recited in the Asset Purchase Agreement between the parties of even date herewith, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. XACTIX hereby transfers, grants, conveys, assigns, and relinquishes exclusively to VERIMETRA all of XACTIX's right, title, and interest in and to the Patents and all accrued causes of action for damages for infringement thereof.
2. XACTIX shall execute and deliver to VERIMETRA the Assignment in Attachment A hereto, and, from time to time after the date hereof upon the request of VERIMETRA, such further conveyance instruments as may be necessary or desirable to evidence more fully the transfer of ownership of the Patents to VERIMETRA, or the original ownership of the Patents on the part of XACTIX, to the fullest extent possible. XACTIX further agrees to provide testimony in connection with any proceeding affecting the right, title, interest, or benefit of VERIMETRA in and to the Patents and to perform any other acts deemed necessary to carry out the intent of this Agreement. VERIMETRA shall reimburse XACTIX for any and all costs reasonably incurred by XACTIX in performance under this paragraph.
3. In furtherance of this Agreement, XACTIX hereby acknowledges that, from the Effective Date forward, VERIMETRA has succeeded to all of XACTIX's right, title, and standing to receive all rights and benefits pertaining to the Patents, institute and prosecute all suits and proceedings, and take all actions that VERIMETRA, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of the Patents, whether arising before or after the Effective Date, defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as VERIMETRA, in its sole discretion, deems advisable.
4. XACTIX represents and warrants that no consents of any other parties are necessary or appropriate under any agreements concerning any of the Patents in order for the transfer and assignment of any of the Patents under this Agreement to be legally effective.
5. XACTIX represents and warrants that, to the best of XACTIX's knowledge, upon consummation of this Agreement, VERIMETRA shall have good and marketable title to the Patents, free and clear of any and all liens, mortgages, encumbrances, pledges, security interests, licenses, or charges of any nature whatsoever.
6. This Agreement shall inure to the benefit of, and be binding on, the parties hereto together with their respective legal representatives, successors, and assigns.

7. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (excluding conflicts of law rules) and of the United States.

8. This Agreement merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between or among the parties hereto concerning the matters set forth herein.

9. This Agreement may be executed in counterpart.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

Xactix, Inc.

By 

Title CEO

Date 5/22/01

Verimatra, Inc.

By 1211 NY

Title Franklin L. Loo

Date 22/5/01

1. ASSIGNMENT

WHEREAS, Xactix, Inc., a Pennsylvania corporation having offices at 2403 Sidney Street, Suite 565, Pittsburgh, Pennsylvania 15203 ("XACTIX"), owns, by assignment recorded in the U.S. Patent and Trademark Office on Reel 011104, Frame 0035, all right, title, and interest in and to United States Patent Application Serial No. 09/626,273, filed July 25, 2000, in the name of the inventors, Kyle S. Leboutitz and Michele Migliuolo, entitled CUTTING INSTRUMENT HAVING INTEGRATED SENSORS, the invention disclosed and claimed therein, any divisions, continuations, and continuations-in-part thereof, all United States patents issued thereon, including all reissues and/or reexaminations thereof, and all foreign patents and applications that rely thereon for priority (the "Patents"); and

WHEREAS, Verimetra, Inc., a Pennsylvania corporation having offices at 2403 Sidney Street, Suite 565, Pittsburgh, Pennsylvania 15203 ("VERIMETRA"), desires to own XACTIX's entire right, title, and interest in and to the Patents.

NOW, THEREFORE, be it known that, for good and valuable consideration, receipt of which is hereby acknowledged, XACTIX hereby sells, assigns, transfers, and sets over to VERIMETRA, its lawful successors and assigns, XACTIX's entire right, title, and interest in and to the Patents; and XACTIX hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to VERIMETRA, its successors and assigns, in accordance with the terms of this Assignment;

AND, XACTIX HEREBY further covenants that XACTIX has the full right to convey the interest assigned by this Assignment, XACTIX will take all action and execute all documents necessary to perfect the interest assigned hereby, and XACTIX has not executed and will not execute any agreement in conflict with this Assignment;

AND, XACTIX HEREBY further covenants and agrees that XACTIX, through its officers and employees, will, without further consideration, communicate with VERIMETRA, its successors and assigns, any facts known to XACTIX and its officers and employees respecting the invention and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the invention in VERIMETRA, its successors and assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths, and generally do everything possible to aid VERIMETRA, its successors and assigns, to obtain and enforce proper patent protection for the invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by VERIMETRA, its successors and assigns.

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.

Xactix, Inc.

By 

Name Kyle Leboutitz

Title: Chief Executive Officer

Date 5/22/01

Verimetra, Inc.

By 

Name Michele Migliuolo

Title: President

Date 5/22/01