

6/5/02

06-13-2002



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3 COMMERCE
mark Office

Recordation Form Cover Sheet

To the Honorable Commissioner of Patents and Trademarks. Please record the attached documents.

1. Name of conveying party(ies):
Kevin S. Marchitto
Stephen T. Flock

2. Name and address of
receiving party(ies):
Name: **Rocky Mountain Biosystems, Inc.**
Address: **15403 West 51st Place**
Golden, CO 80403

Additional names of conveying party(ies) attached?
☒ NO ☐ YES

3. Nature of Conveyance:
☒ Assignment ☐ Merger
☐ Security Agreement
☐ Change of Name
☐ OTHER _____

Additional names & addresses attached?
☒ NO ☐ YES

Execution Date(s): March 7, 2002.

4. Application number(s) or patent number(s): **09/847,449**
Additional numbers attached? ☒ NO ☐ YES

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

Name:
Dr. Benjamin A. Adler
ADLER & ASSOCIATES

Address:
8011 Candle Ln.
Houston, Texas 77071

6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 3.41):.....\$**40.00** ☐ enclosed ☒ authorized to charge
deposit account

8. Deposit Account number: 07-1185 (duplicate copy attached if paying by deposit
account)

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.*

Benjamin Aaron Adler Ph.D., J.D.
Name of person signing

Signature
Total number of pages comprising cover sheet: 1

5/29/02
Date

06/12/2002 TDIAZ1 00000227 071185 09847449
01 FC:581 40.00 CH

ASSIGNMENT

WHEREAS, We, **Kevin S. Marchitto**, of 15403 West 51ST Place, Golden, CO 80403, and **Stephen T. Flock**, of 13379 W. 61ST Place, Arvada, CO 80004, (hereinafter collectively called "ASSIGNORS"), are co-inventors and owners of certain new and useful improvements in *An Optical Monitor for Sudden Infant Death Syndrome*, an application for United States Letters Patent as filed May 2, 2001 as United States Serial No. 09/847,449.

WHEREAS, **Rocky Mountain Biosystems, Inc.**, a Colorado Corporation, of 15403 West 51st Place, Golden, CO 80403, (hereinafter called "ASSIGNEE"), is desirous of acquiring, and ASSIGNOR are desirous of assigning to ASSIGNEE, all right, title and interest in and to said invention and application identified above.

NOW, THEREFORE, ASSIGNORS, for and in consideration of Ten Dollars (\$10.00) to us in hand paid, and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, do hereby sell, assign and convey upon ASSIGNEE and its successors the entire right, title and interest throughout the world in the inventions and improvements which are the subject of an application for United States Patent signed by us, this assignment including said application, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and we authorize the Assignee to apply in all countries in my name or in its own name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; and we agree for us and our respective heirs, legal representatives and assigns, without further compensation to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

And we do further covenant and agree that we will, at any time upon request, communicate to the Assignee, its successors, assigns or other legal representative, such facts relating to said invention and Letters Patent or the file history thereof as may be known to us, and testify as to the same in any interference or other litigation when requested, without further compensation but at the expense of said Assignee, its successors or other legal representatives.

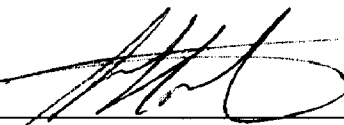
DATE: 3/7/02


Kevin S. Marchitto

STATE OF Colorado:

COUNTY OF Denver:

DATE: March 7/02



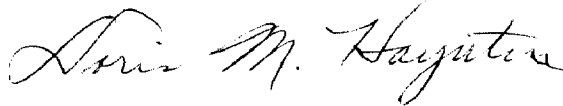
Stephen T. Flock

STATE OF Colorado:

COUNTY OF Denver:

Before me this 7th day of March, 2002, personally appeared known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

Notary Public



My Commission Expires: December 1, 2005