

11-06-2002



102273905

Form PTO-1595  
(Rev. 03/01)

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

RECORDATION FORM COVER SHEET

PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

## 1. Name of conveying party(ies):

EchoCath, Inc.

10-17-02

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

Name: Critical Care Innovations, Inc.

Internal Address: \_\_\_\_\_

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

## 3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other Release and Termination of Security Interest

Street Address: 13901 Willard Rd.

City: Chantilly State: VA Zip: 22022

Execution Date: 9/17/02

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

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)

5,967,991; 5,425,370; 5,421,336; 5,343,865; 5,329,927

Additional numbers attached? ☐ Yes ☒ No

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

Name: Daniel R. Gropper, PC

Internal Address: \_\_\_\_\_

Daniel R. Gropper, PC

Street Address: 9908 Dale Ridge Ct.

City: Vienna State: VA Zip: 22181

6. Total number of applications and patents involved: 

7. Total fee (37 CFR 3.41).....\$ 200



Enclosed



Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_

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

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.

Daniel R. Gropper

Name of Person Signing

Signature

10/14/02

Date

Total number of pages including cover sheet, attachments, and documents: Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231PATENT  
REEL: 013447 FRAME: 0140

## PATENT ASSIGNMENT

**WHEREAS**, EchoCath, Inc., (hereinafter "ASSIGNOR"), a New Jersey corporation, having a business address of 4326 U.S. Rt. 1, Monmouth Junction, NJ 08852, owns the patents listed on Exhibit A, attached hereto,(hereinafter "PATENTS");

**WHEREAS**, ASSIGNOR is desirous of assigning any and all of its rights in the PATENTS, and the underlying inventions, to Critical Care Innovations, Inc., (hereinafter "ASSIGNEE"), a Virginia corporation, having a business address at 13901 Willard Rd., Chantilly, VA 22022;

**NOW, THEREFORE**, in consideration of and in exchange for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and set over to ASSIGNEE its entire right, title and interest for the United States and the territories thereof, and for all foreign countries, including the right to claim priority under the laws of all countries or under the International Convention, or other present and future conventions between or among countries, in and to the PATENTS, including any rights in any patent applications and in any patents which might issue on any patent applications, whether filed in the United States or elsewhere, including any divisions, continuations, continuations-in-part, and patents of importation, and any patents resulting therefrom, aimed to cover the PATENTS, and any reissues, extensions or renewals of any patents and/or patent applications on the PATENTS, the same to be held for its own use and enjoyment, and for the use and enjoyment of its respective successors, assigns or other legal representatives, and to the end of the term or terms for which said patents are or may be granted, reissued or extended, 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 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 hereby authorizes and requests the Commissioner of Patents and Trademarks and Patent Office Officials of the United States and of any and all foreign countries to issue certificates or notices and any or all patents on said PATENTS to ASSIGNEE, as assignees of ASSIGNOR's interest in said PATENTS, and hereby covenants and warrants that it has the full right to convey its entire interest herein assigned, and that it has not executed, and will not execute, any licenses or agreements inconsistent herewith.

**AND**, ASSIGNOR hereby binds itself, its legal representatives, administrators and assigns to communicate any facts and provide evidence to ASSIGNEE or its representatives known to it respecting said PATENTS and testify in any legal proceeding, sign all papers. execute all necessary assignment papers to cause any and all of any patents issuing on said PATENTS to be issued to ASSIGNEE, make all oaths, petitions or execute other papers and instruments and generally do everything at ASSIGNEE's expense which in the opinion of counsel for ASSIGNEE, its successors and assigns, as may be reasonably required or

necessary to obtain and enforce protection for said PATENTS and to carry into full force and effect the sale, assignment and transfer hereby made or agreed to be made.

Read and Agreed To:  
ECHOCATH, INC.

By: *Frank De Bernardis*  
Name: FRANK DE BERNARDIS  
Title: Chairman  
Date: September 19, 2002

State of NEW JERSEY :  
County of SOMERSET :

I, ROBERT KLEIMAN, a Notary Public in and for the jurisdiction  
aforesaid, do certify that FRANK DE BERNARDIS personally appeared before me this 19<sup>th</sup> day of  
SEPT, 2002 and executed this document of his own free will on behalf of  
ECHOCATH.

[SEAL]

*Robert Kleiman*  
Notary Signature

My commission expires: \_\_\_\_\_  
ROBERT KLEIMAN  
~~NOTARY PUBLIC OF NEW JERSEY~~  
My Commission Expires Dec. 18, 2002

**ECHOCATH:**

1) U.S. Patent 5,967,991

Drive apparatus for an interventional medical device used in an ultrasonic imaging system

2) U.S. Patent 5,425,370

Method and apparatus for locating vibrating devices

3) U.S. Patent 5,421,336

Method for attaching an interventional medical device to a vibratory member associated with visualization by an ultrasound imaging system

4) U.S. Patent 5,343,865

Apparatus and method for locating an interventional medical device with an ultrasound color imaging system

5) U.S. Patent 5,329,927

Apparatus and method for locating an interventional device with an ultrasound color imaging system

Echo-4	
Europe	94910127.3
Canada	2,156,831
Japan	519154/94

Echo-6	
Europe	95913685.4
Canada	2,185,335
Japan	52469/95

\\Production\data\Clients\03\03770\EchoCath\Echocath.patent.9.12.02.doc

## RELEASE OF SECURITY INTERESTS

I, Joseph J. Prischak, a resident of the Commonwealth of Pennsylvania, having a business address 2425 West 23<sup>rd</sup> Street, Erie, Pennsylvania, hereby releases the security interests that I placed on the following patents:

1) U.S. Patent 5,967,991

Drive apparatus for an interventional medical device used in an ultrasonic imaging system

2) U.S. Patent 5,425,370

Method and apparatus for locating vibrating devices

3) U.S. Patent 5,421,336

Method for attaching an interventional medical device to a vibratory member associated with visualization by an ultrasound imaging system

4) U.S. Patent 5,343,865

Apparatus and method for locating an interventional medical device with an ultrasound color imaging system

5) U.S. Patent 5,329,927

Apparatus and method for locating an interventional device with an ultrasound color imaging system

The security interests were recorded in the assignment records of the United States Patent and Trademark Office at Reel 011911 Frame 0816 on June 27, 2001.

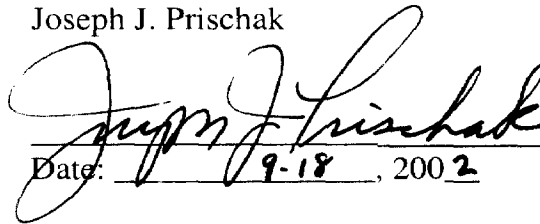
Prischak also hereby releases any security interests he has placed on the following trademarks:

COLORMARK      Reg. no. 1,844,277, issued July 12, 1994;

BRIGHTMARK.

Read and Agreed To:

Joseph J. Prischak




Date: 9-18, 2002

State of: PA:

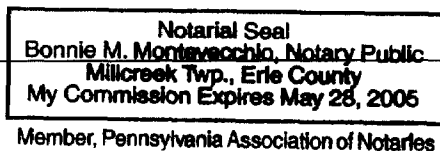
County of: ERIE:

I, Bonnie Montecchio, a Notary Public in and for the jurisdiction aforesaid, do certify that Joseph Prischak personally appeared before me this 19<sup>th</sup> day of Sept., 20002, and executed this document of his own free will on behalf of Joseph Prischak.

[SEAL]

  
Notary Signature

My commission expires: \_\_\_\_\_



## TERMINATION OF SECURITY AGREEMENT

This Termination of Security Agreement ("Termination Agreement") is made by and between EchoCath, Inc., A New Jersey Corporation, ("EchoCath") and Joseph J. Prischak ("Prischak"), an individual and resident of the Commonwealth of Virginia and is effective as of the date of the last signature hereto.

### RECITALS

WHEREAS, EchoCath and Prischak are parties to a Security Agreement dated May 31, 2001, ("the Security Agreement") the terms of which are hereby incorporated by reference, whereby EchoCath granted certain security interests to Prischak to secure the payment of certain indebtedness owed by EchoCath to Prischak; and

WHEREAS, the indebtedness owed by EchoCath to Prischak has been satisfied in full;

NOW, THEREFORE, in consideration of the premises herein, the recitals set forth above which are incorporated by reference herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Termination of Security Agreement. The Security Agreement be and hereby is terminated and Prischak releases and remises any right, title and interest of any nature and kind in the "Collateral" as that term is defined therein.

2. Further Acts. Prischak shall, at any time and from time to time, at the request of EchoCath, do, execute, acknowledge, and deliver all such further acts, deeds, assignments, releases, and assurances as may be reasonably required to terminate his security interest in the Collateral.

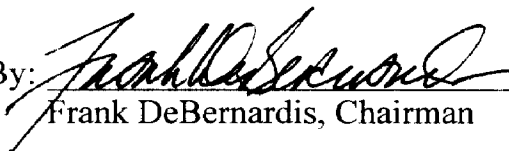
3. Miscellaneous. This Agreement contains the entire agreement of the parties hereto respecting the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.

4. Counterparts. This Agreement may be executed and/or conformed in counterparts, each of which shall be deemed original.

Witness our hands and seals as of the date set forth below.

ECHOCATH, INC.

September 19, 2002  
Date

By:  (SEAL)  
Frank DeBernardis, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
JOSEPH J. PRISCHAK (SEAL)

A:\TERMINATION OF SECURITY AGREEMENT.doc



Witness our hands and seals as of the date set forth below.

ECHOCATH, INC.

\_\_\_\_\_  
Date

By: \_\_\_\_\_ (SEAL)  
Frank DeBernardis, Chairman

\_\_\_\_\_  
Date

8-19-02

 (SEAL)  
JOSEPH J. PRISCHAK

A\TERMINATION OF SECURITY AGREEMENT.doc