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Name

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Receiving Party

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Name (line 1) MediSpectra, Inc.

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)

Address (line 1) 45 Hartwell Avenue

Address (line 2)

Address (line 3) Lexington Massachusetts 02421

City State/Country Zip Code

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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Page 2

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. 6

Application Number(s) or Patent Number(s)

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s) | Patent Number(s)
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10/243,535 | |

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

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

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Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account)

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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.

John V. Bianco
Name of Person Signing

Signature

Date 11/17/02

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PATENT
REEL: 013472 FRAME: 0292
ASSIGNMENT

WHEREAS, We, Kevin T. Schomacker, Thomas Meese, Michael Ouradnik, John Flanagan, and Harry Gao, have invented one or more improvements in:

Method and Apparatus for Identifying Spectral Artifacts

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

☒ identified by Attorney Docket No. MDS-033, and/or executed by us of even date herewith and about to be filed in the United States Patent Office;

☐ Serial No. _________ filed in the United States Patent Office on ____________;

and

WHEREAS, MediSpectra, Inc. (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 02421, 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: Kevin Schomacker

Commonwealth of Massachusetts  
County of Middlesex  

Subscribed and sworn to before me, by the above-named Kevin Schomacker this 6th day of September, 2002.

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

Inventor: Thomas Meese

Commonwealth of Massachusetts  
County of Middlesex  

Subscribed and sworn to before me, by the above-named Thomas Meese this 6th day of September, 2002.

Notary Public  
KEVIN M. RICCI  
My Commission Expires: March 24, 2006
Commonwealth of Massachusetts  
County of Middlesex  

Subscribed and sworn to before me, by the above-named Michael Ouradnik this ___ day of September, 2002.

Notary Public  
My Commission Expires: March 24, 2006

Commonwealth of Massachusetts  
County of Middlesex  

Subscribed and sworn to before me, by the above-named John Flanagan this ___ day of September, 2002.

Notary Public  
My Commission Expires: March 24, 2006

Commonwealth of Massachusetts  
County of  

Subscribed and sworn to before me, by the above-named Harry Gao this ___ day of ____________, 2002.

Notary Public  
My Commission Expires: ____________

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ASSIGNMENT

WHEREAS, We, Kevin T. Schomacker, Thomas Meese, Michael Ouradnik, John Flanagan, and Harry Gao, have invented one or more improvements in:

Method and Apparatus for Identifying Spectral Artifacts

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

☑ identified by Attorney Docket No. MDS-033, and/or executed by us of even date herewith and about to be filed in the United States Patent Office;

☐ Serial No. __________ filed in the United States Patent Office on __________;

and

WHEREAS, MediSpectra, Inc. (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 02421, 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:  
Kevin Schomacker  

Commonwealth of Massachusetts  
County of  
) ss

Subscribed and sworn to before me, by the above-named Kevin Schomacker this _____ day of __________________, 2002.

Notary Public
My Commission Expires: __________________

Inventor:  
Thomas Meese  

Commonwealth of Massachusetts  
County of  
) ss

Subscribed and sworn to before me, by the above-named Thomas Meese this _____ day of __________________, 2002.

Notary Public
My Commission Expires: __________________
Inventor: Michael Ouradnik

Commonwealth of Massachusetts )
County of ) ss

Subscribed and sworn to before me, by the above-named Michael Ouradnik this _____ day of ________________, 2002.

______________________________
Notary Public
My Commission Expires: ________________

Inventor: John Flanagan

Commonwealth of Massachusetts )
County of ) ss

Subscribed and sworn to before me, by the above-named John Flanagan this _____ day of ________________, 2002.

______________________________
Notary Public
My Commission Expires: ________________

Inventor: Harry Gao

Commonwealth of Massachusetts )
County of Middlesex ) ss

Subscribed and sworn to before me, by the above-named Harry Gao this __________ day of September, 2002.

______________________________
Notary Public
My Commission Expires: ________________

ROXANNE T. VOLPE
NOTARY PUBLIC
My commission exp Oct 27, 2006