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Form PTO-1595 102367995 RECC .S. DEPARTMENT OF COMMERCE (Rev. 10/02) U.S. Patent and Trademark Office PATENTS ONLY OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇒ ⇒ ⇒ ▼ To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies) 1. Name of conveying party(ies): Name: MEDICAL DEVICE GROUP, INC. GEORGE D. CLEMO and CLIFFORD A. WRIGHT Internal Address: Additional name(s) of conveying party(ies) attached? Yes ✓ No 3. Nature of conveyance: ✓ Assignment Merger Street Address: 13230 Evening Creek Drive **Security Agreement** Change of Name Suite 205 Other\_\_\_ City: San Diego State: CA Zip: 92128 02/06/2003 **Execution Date:** 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) 10/186,445 B. Patent No.(s) Additional numbers attached? Yes 🗸 No 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: 1 concerning document should be mailed: 7. Total fee (37 CFR 3.41).....\$\_40.00 Jerry R. Potts Name: ✓ Enclosed Internal Address:\_\_\_ Authorized to be charged to deposit account 8. Deposit account number: Street Address: 3248 Via Ribera City: Escondido \_\_State:\_<sup>CA</sup>\_Zip:\_<sup>92029</sup> DO NOT USE THIS SPACE 9. Signature. February 7, 2003 Jerry R. Potts Date Name of Person Signing Total number of pages including cover sheet, attachments, and documents: 4 Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

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## **ASSIGNMENT**

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, the following inventors, GEORGE D. CLEMO of 12555 Picrus Street, City of San Diego, State of California 92129, and CLIFFORD A. WRIGHT of 12737 Isocoma Street, City of San Diego, State of California 92129 (hereinafter individually and collectively called "ASSIGNOR"), hereby assigns, transfers and sets over to MEDICAL DEVICE GROUP, INC., a corporation organized under the laws of the State of California and having a principal place of business at 13230 Evening Creek Drive, Suite 205, City of San Diego, State of California 92128, (hereinafter called "ASSIGNEE"), the entire worldwide right, title and interest in and to the invention known as FOOT PROTECTION KIT AND METHOD OF USING SAME, and to a United States Utility Patent Application, Serial No. 10/186,445, which was filed in the United States Patent and Trademark Office on July 1, 2002, and all rights and privileges under any Letters Patent which may be granted thereon, and on any Letters Patent which may be granted on any continuation, continuation-in-part or divisional patent application of the aforementioned patent application, including all rights, if any, throughout the entire world to sue for all past infringements which may have occurred before the execution of this assignment.

ASSIGNOR agrees without charge to said ASSIGNEE but at ASSIGNEE'S expense (a) to execute all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said invention in any and all countries and for vesting title therein in ASSIGNEE, its successors, assigns or nominees; (b) to execute all papers in connection with any interference or other legal or quasi-legal proceedings relating to this application or to any continuation, continuation-in-part, or divisional applications thereof; (c) to execute all papers and documents which may be necessary in connection with the preparation and filing of any foreign applications or with making claims to priority rights granted under the provisions of the International Convention for Protection of Industrial Property or similar agreements; (d) to cooperate with ASSIGNEE in every way possible in obtaining evidence and going forward in any such proceedings; and (e) to perform all other affirmative acts which may be necessary or desirable to obtain a grant of a valid patent for said invention in any country throughout the world.

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- 2. ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the appropriate officials in any other country, to issue any and all Letters Patent that may be granted upon any patent application or any additional, continuation, continuation-in-part or divisional applications thereof to the ASSIGNEE, its successors, assigns or nominees.
- 3. ASSIGNOR further assigns to and empowers ASSIGNEE, its successors, assigns or nominees, all rights to make applications for patents or other forms of protection for said invention and to prosecute such applications and said patent applications, as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.
- 4. ASSIGNOR further agrees that this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of ASSIGNEE or its successors, assigns, or nominees to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
- 5. ASSIGNOR hereby covenants and warrants that he has full right to convey the entire right, title and interest by this instrument, free of any encumbrances and that no other agreement has been or will be executed in conflict herewith.

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Executed this 6 day of 5	ريا <u> </u>	San Diego, California	
Signature of Assignor:	Sp College D. Celmo		
Witnessed:			
Date: February, 2003	By: Print Name _	Lee Seria	
	Sign	ature	
Signature of Assignor: Clifford A. Wright			
Witnessed:			
Date: February 6, 2003	By: Print Name _	Lee Sovies	
	Signature		

**END OF ASSIGNMENT DOCUMENT** 

**RECORDED: 02/13/2003**