

102445584

ENT OF COMMERCE Patent and Trademark Office

#### **Recordation Form Cover Sheet**

To the Honorable Commissioner of Patents and Trademarks. Please record the attached documents.  $\Gamma \sigma > 2$ 

1. Name of conveying party(ies): Alexander A. Oraevsky Steven L. Jacques Rinat O. Esenaliev

2. Name and address of receiving party(ies):
Name: LaserSonix Technologies
Address: 9431 West Beltway 8, South, Suite#200
Houston, TX 77099

Additional names of conveying party(ies) attached?  $\underline{X}$  NO  $\underline{YES}$ 

3.	Nature of Conveyance: <u>X</u> Assignment_Merger Additional	l names & a	ıddres	
	attached? Security AgreementChange of NameNOYE OTHER	S FINAN	ing ka	FFICE OF
	Execution Date: January 29, 2002 and July 30, 2002,	ICE :	1	"a 13
4.	Application number(s) or patent number(s): 08/594,758	SEC		5
	Additional numbers attached? X NO YES		% ?9	3033.
5	Name and address of party to whom correspondence concerning	document	 chc	а С Д

5. Name and address of party to whom correspondence concerning document should be mailed: Name: **Dr. Benjamin Adler** Address:

ame:	Dr. Benjamin Adler		
	ADLER & ASSOCIATES	8	
		т	

8011 Candle Ln. Houston, Texas 77071

6. Total number of applications and patents involved: 1

8. Deposit Account number: <u>07-1185</u> (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 decument.

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

lature

Total number of pages comprising cover sheet: 1

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# Exhibit A

#### ASSIGNMENT

WHEREAS the undersigned, Alexander A. Oraevsky, of 6315 Central City Blvd., Galveston, TX 77551hereinafter called "ASSIGNOR"), is an inventor of the Laser Opto-Acoustic Imaging for Medical Diagnostics, U.S. Patent No. 5.840.023 and all corresponding United States applications and international patents and applications, including but not limited to applications for Canadian patent assigned Serial No. 2,244,732, Australian patent assigned Serial No. 18570/97, Japanese patent assigned Serial No. 09-519218, and EPC patent assigned Serial No. 979042280 (hereinafter called "PATENTS").

WHEREAS, LaserSonix Technologies. Inc., having its principal place of business at 101 Christopher Columbus Blvd., Galveston, Texas 77550, (hereinafter called "ASSIGNEE"), is desirous of acquiring and ASSIGNOR is desirous of assigning to ASSIGNEE the entire rights, title and interest in and to said inventions and said PATENTS,

NOW, THEREFORE, ASSIGNOR, for good and valuable consideration outlined and stated in the Assignment Compensation Agreement #2001-0309, the receipt of which is hereby acknowledged, does hereby sell, assign and convey to ASSIGNEE and its successors and assigns the entire right, title and interest throughout the world in the inventions of the PATENTS and their improvements and continuations, which are the subject of applications for United States patent signed by ASSIGNOR and to which ASSIGNOR currently owns any right, this assignment including said applications, any and all United States and foreign patents, foreign applications, utility models, and design registrations granted for any of the inventions claimed in the PATENTS 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 ASSIGNOR authorizes ASSIGNEE to apply in all countries in ASSIGNOR'S 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 ASSIGNOR agrees for ASSIGNOR and ASSIGNOR'S respective heirs, legal representatives and assigns. without further compensation to cooperate with ASSIGNEE and to perform such lawful acts and to sign such further applications, assignments. Preliminary Statements and other lawful documents as ASSIGNEE may reasonably request to effectuate fully this assignment.

In the event that ASSIGNEE is unable for any reason to secure ASSIGNOR'S signature to any document to which ASSIGNEE is entitled under the preceding paragraph, ASSIGNOR hereby irrevocably designates and appoints ASSIGNEE and its duly authorized officers and agents, as ASSIGNOR'S agent and attorneys-in-fact to act on ASSIGNOR'S behalf and instead of ASSIGNOR, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by such ASSIGNOR.

And ASSIGNOR does further covenant and agree that ASSIGNOR will, at any time upon request, communicate to 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 ASSIGNOR, and testify as to the same in any interference or other litigation when requested.

# PATENT REEL: 014042 FRAME: 0611

#### Exhibit A

without further compensation but at the expense of said ASSIGNEE, its successors or other legal representatives.

July EXECUTED THIS <u>30</u>th day of <del>January</del>, 2002.

unu

Alexander A. Oraevsky

STATE OF TEXAS

COUNTY OF Galueston

Before me this  $36^{th}$  day of July, 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.

Frances N. Zamuduo Notary Public

FRANCES N ZAMUDIO Notary Public, State of Texas My Commission Expires: JUNE 10, 2006 (01/03 - 10)32 = 57137722010

Patent Assignment for 29,2002 . 15 page 1/2

# Exhibit B

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#### ASSIGNMENT

WHEREAS the undersigned, Steven L. Jacques of 9370 SW Morrison Street, Portland, OR 97225 (hereinafter called "ASSIGNOR"), is an inventor of the Laser Opto-Acoustic Imaging for Medical Diagnostics, U.S. Patent No. 5,840,023 and all corresponding United States applications and international patents and applications, including but not limited to applications for Canadian patent assigned Serial No. 2,244,732. Australian patent assigned Serial No. 18570/97, Japanese patent assigned Serial No. 09-519218, and EPC patent assigned Serial No. 979042280 (hereinafter called "PATENTS"),

WHEREAS, LaserSonix Technologies, Inc., having its principal place of business at 101 Christopher Columbus Blvd., Galveston, Texas 77550, (hercinafter called "ASSIGNEE"), is desirous of acquiring and ASSIGNOR is desirous of assigning to ASSIGNEE the entire rights, title and interest in and to said inventions and said PATENTS.

NOW, THEREFORE, ASSIGNOR, for good and valuable consideration outlined and stated in the Assignment Compensation Agreement #2001-0309, the receipt of which is hereby acknowledged, does hereby sell, assign and convey to ASSIGNEE and its successors and assigns the entire right, title and interest throughout the world in the inventions of the PATENTS and their improvements and continuations, which are the subject of applications for United States patent signed by ASSIGNOR and to which ASSIGNOR currently owns any right, this assignment including said applications, any and all United States and foreign patents, foreign applications, utility models, and design registrations granted for any of the inventions claimed in the PATENTS 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 ASSIGNOR authorizes ASSIGNEE to apply in all countries in ASSIGNOR'S 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 ASSIGNOR agrees for ASSIGNOR and ASSIGNOR'S respective heirs, legal representatives and assigns, without further compensation to cooperate with ASSIGNEE and to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements and other lawful documents as ASSIGNEE may reasonably request to effectuate fully this assignment,

In the event that ASSIGNEE is unable for any reason to secure ASSIGNOR'S signature to any document to which ASSIGNEE is entitled under the preceding paragraph, ASSIGNOR hereby irrevocably designates and appoints ASSIGNEE and its duly authorized officers and agents, as ASSIGNOR'S agent and attorneys-in-fact to act on ASSIGNOR'S behalf and instead of ASSIGNOR, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by such ASSIGNOR.

And ASSIGNOR does further covenant and agree that ASSIGNOR will, at any time upon request, communicate to 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 ASSIGNOR, and testify as to the same in any interference or other litigation when requested,  $05 \ 01 \times 03 \ 10 : 32$  (37137722010)

FAIRWAY\_MEDICAL\_

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Exhibit B

Patent Assignment, for 29,2002 Afragues page 2/2

without further compensation but at the expense of said ASSIGNEE, its successors or other legal representatives.

EXECUTED THIS 19th day of January, 2002.

Steven L. Jacques

STATE OF OREGON

COUNTY OF Washington

Before me this  $\frac{29}{29}$  day of <u>Tanuatu</u>, 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

-	OFFICIAL SEAL
	J WHITELEY
	NOTARY PUBLIC - OREGON
	COMMISSION NO. 347757
	MY COMMISSION EXPIRES JULY 15, 2005



### ASSIGNMENT

WHEREAS the undersigned, Rinat O. Esenaliev, of 6315 Central City Boulevard, #117, Galveston, TX, 77551 (hereinafter called "ASSIGNOR"), is an inventor of the Laser Opto-Acoustic Imaging for Medical Diagnostics, U.S. Patent No. 5,840,023 and all corresponding United States applications and international patents and applications, including but not limited to applications for Canadian patent assigned Serial No. 2,244,732, Australian patent assigned Serial No. 18570/97, Japanese patent assigned Serial No. 09-519218, and EPC patent assigned Serial No. 979042280 (hereinafter called "PATENTS"),

WHEREAS, LaserSonix Technologies, Inc., having its principal place of business at 101 Christopher Columbus Blvd., Galveston, Texas 77550, (hereinafter called "ASSIGNEE"), is desirous of acquiring and ASSIGNOR is desirous of assigning to ASSIGNEE the entire rights, title and interest in and to said inventions and said PATENTS,

NOW, THEREFORE, ASSIGNOR, for good and valuable consideration outlined and stated in the Assignment Compensation Agreement #2001-0309, the receipt of which is hereby acknowledged, does hereby sell, assign and convey to ASSIGNEE and its successors and assigns the entire right, title and interest throughout the world in the inventions of the PATENTS (specifically excluding the use of optoacoustics for monitoring tissue properties, water content, blood and blood chemistry including, without limitation, blood oxygenation, blood hemoglobin concentrations or Hematocrit in non-tumorous tissue) to which ASSIGNOR currently owns any right, this assignment including said application, any and all corresponding United States and foreign natents, foreign applications, utility models, and design registrations granted for any of the inventions claimed in the PATENTS, 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 ASSIGNOR authorizes ASSIGNEE to apply in all countries in ASSIGNOR'S 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 ASSIGNOR agrees for ASSIGNOR and ASSIGNOR'S respective heirs, legal representatives and assigns, without further compensation to cooperate with ASSIGNEE and to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements and other lawful documents as ASSIGNEE may reasonably request to effectuate fully this assignment,

In the event that ASSIGNEE is unable for any reason to secure ASSIGNOR'S signature to any document to which ASSIGNEE is entitled under the preceding paragraph, ASSIGNOR hereby irrevocably designates and appoints ASSIGNEE and its duly authorized officers and agents, as ASSIGNOR'S agent and attorneys-in-fact to act on ASSIGNOR'S behalf and instead of ASSIGNOR, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by such ASSIGNOR.

And ASSIGNOR does further covenant and agree that ASSIGNOR will, at any time upon request, communicate to 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 ASSIGNOR, and testify as to the same in any interference or other litigation when requested,

PATENT REEL: 014042 FRAME: 0615

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## Exhibit C

without further compensation but at the expense of said ASSIGNEE, its successors or other legal representatives

EXECUTED THIS <u>30</u> day of <u>July</u>, 2002.

Rinat O. Esenaliev

STATE OF TEXAS

COUNTY OF Galveston

Before me this <u>30th</u> day of <u>July</u> h day of July, 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.

Frances N. Zamucho Notary Public

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FRANCES N ZAMUDIO	t
Notary Public, State of Texas	ż
My Commission Expires	Ť
JUNE 10, 2006	Ť
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**RECORDED: 05/08/2003**