

PATENT ASSIGNMENT

Electronic Version v07

Stylesheet Version v02

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT OF ASSIGNOR'S INTEREST

CONVEYING PARTY DATA

Name	Execution Date
John S Fisher	2004-03-04

RECEIVING PARTY DATA

Name	Street Address	Internal Address	City	State/Country	Postal Code
Biopsy Sciences, LLC	300 Spottis Woode Court		Clearwater	FLORIDA	33756

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number	10708710
Application Number	10708711
Application Number	10708712

CORRESPONDENCE DATA

FAX NUMBER: 727-507-8668

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

When the customer number has been provided, the Office of Public Records will obtain the correspondence data from the official record on file at the USPTO.

CUSTOMER NUMBER: 021901

NAME OF PERSON SIGNING:

Ronald E Smith

DATE SIGNED:

2004-04-12

Total Attachments: 2

source=assign01.TIF

source=assign02.TIF

OP \$40.00 10708710

PATENT

800011297

REEL: 014494 FRAME: 0251

ASSIGNMENT OF RIGHTS IN PATENT APPLICATIONS

Assignor

John S. Fisher, M.D.

Residence of Assignor

310 Palmetto Road
Belleair, FL 33756

Assignee

Biopsy Sciences, LLC
(a Florida Limited Liability Company)

Principle Place of Business of Assignee

300 Spottis Woode Court
Clearwater, FL 33756

WHEREAS, I, the above-identified Assignor, am the applicant in the following U.S. patent applications:

<u>Serial Number</u>	<u>Title</u>	<u>Date of Filing</u>
10/708,710	Dual Action Aspiration Biopsy Needle	March 19, 2004
10/708,711	Dual Action Aspiration Biopsy Needle	March 19, 2004
10/708,712	Method for Scraping Cellular Material from Tissue	March 19, 2004

Hereinafter referred to as the "patent applications";

And, whereas I desire to assign a 100% undivided interest in said patent applications to the above-identified Assignee, and wherein said Assignee is desirous of acquiring the entire right, title and interest in the same;

Now, this indenture witnesseth, that for value received, the receipt and sufficiency whereof is hereby acknowledged;

I hereby assign, sell and transfer a 100% undivided interest in the entirety of the bundle of rights, title, and interest in and to said patent applications, unto said Assignee, together with all claims for damages and profits by reason of any past infringement of said letters patent and the right to sue therefor, and together with the right to file said patent applications or any division, continuation, or continuation-in-part thereof in any foreign jurisdiction under the Paris Convention or the Patent Cooperation Treaty, such interests, claims, and rights, to be held and enjoyed by the Assignee for its own use and for its successors and assigns, to the full end of the term for which the patents issuing from said patent applications may be granted, and any reissues, renewals, or extensions thereof as may be granted, as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made;

And I further agree to execute all necessary and lawful future documents, including assignments in favor of Assignee, or its designees as Assignee or its Assignees may from time-to-time present to me in order to perfect title in said patent applications;

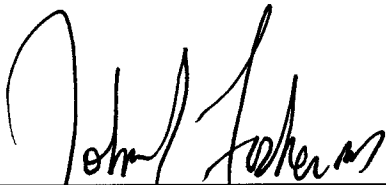
And I further covenant that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

And I further covenant that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to said patent applications as may be known and accessible to me and I will testify to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments, declarations, or affidavits required to apply for, obtain, maintain, and enforce said patent applications or patents issuing therefrom which may be necessary or desirable to carry out the purposes hereof;

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Upon being duly cautioned, I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true and further that false statements and the like so made are punishable by fine, imprisonment or both under Section 1001 of Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the patent applications and any patents issuing therefrom.

Executed this 28 day of May, 2004.



John S. Fisher, M.D.

Date: 3/28/04