

Rev 05/03

01-29-2004

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

102657147

To the Honorable Commissioner of Pa  
thereof.

e attached original documents or copy

## 1. Name of conveying party(ies)

R.B. Carr Engineering, Inc.

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

1-26-04

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

Name: Wagner Development, Inc.

Internal Address:

Street Address: 2nd Floor, Le Prince de Galles,  
3-5 Avenue des Citronniers, MC 98000

City: State: Zip:

Country: Monaco

Additional name(s) & address(es) attached? ☐ Yes  
☒ No2004 JAN 26 AM 8:10  
OPR/FINANCE

## 3. Nature of conveyance:

☐ Assignment ☐ Merger☐ Security Agreement ☐ Change of  
Name☒ Other: Asset Assignment

Execution Date: 1/13/04

## 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)

60/223,409

60/372,153

10/412,943

B. Patent No.(s)

6,632,166

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom  
correspondence concerning document should  
be mailed:Weingarten, Schurgin,  
Gagnebin & Lebovici LLP  
Ten Post Office Square  
Boston, Massachusetts 02109

## 6. Total number of applications and patents

Involved [4]

01/20/2004 DBYRNE 00000185 60223409

01 FEB 0021

160.00 OP

## 7. Total fee (37 CFR 3.41)....\$160.00

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

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

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## 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.Attorney Name: Gordon R. Moriarty  
Registration No. 38,973

Signature:

Date: JAN. 22, 2004

Total number of pages including cover sheet, attachments, and document: [4]

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services

Director of U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450

## Asset Assignment

### R.B. CARR ENGINEERING, INC.

This Assignment is effective January 13, 2004 between R.B. Carr Engineering, Inc. ("R.B. Carr") and Wagner Development Inc. ("Wagner").

Reference is made to:

1. an Amended and Restated Secured Convertible Term Note effective October 17, 2002 in the original principal amount of USD75,000.00, issued by R.B. Carr and held by Wagner as Holder (pursuant to a certain Assignment of the same from Kummell Investments Limited ("Kummell"), as the original Holder thereunder, to Wagner) (the "October 2002 Note");
2. an Amended and Restated Secured Convertible Term Note effective December 16, 2002 in the original principal amount of USD45,000.00, issued by R.B. Carr and held by Wagner as Holder (pursuant to a certain Assignment of the same from Kummell, as the original Holder thereunder, to Wagner) (the "December 2002 Note");
3. an Amended and Restated Secured Convertible Term Note effective January 16, 2003 in the original principal amount of USD57,000.00, issued by R.B. Carr and held by Wagner as Holder (pursuant to a certain Assignment of the same from Kummell, as the original Holder thereunder, to Wagner) (the "January 2003 Note");
4. an Amended and Restated Secured Convertible Term Note effective February 4, 2003 in the original principal amount of USD43,000.00, issued by R.B. Carr and held by Wagner as Holder (pursuant to a certain Assignment of the same from Kummell, as the original Holder thereunder, to Wagner) (the "February 4th Note");
5. a Second Amended and Restated Secured Convertible Term Note effective February 25, 2003 in the original principal amount of USD58,923.00, issued by R.B. Carr and held by Wagner as Holder (pursuant to a certain Assignment of the same from Kummell, as the original Holder thereunder, to Wagner) (the "February 25<sup>th</sup> Note");
6. an Amended and Restated Secured Convertible Term Note dated April 17, 2003 in the original principal amount of USD122,000.00, issued by R.B. Carr and held by Wagner as Holder (pursuant to a certain Assignment of the same from Kummell, as the original Holder thereunder, to Wagner) (the "April 2003 Note");
7. an Amended and Restated Secured Convertible Term Note dated August 12, 2003 in the original principal amount of USD48,285.00, issued by R.B. Carr and held by Wagner as Holder (pursuant to a certain Assignment of the same from Kummell, as the original Holder thereunder, to Wagner) (the "August 2003 Note");
8. a Secured Convertible Term Note dated September 8, 2003 in the original principal amount of USD26,357.00, issued by R.B. Carr and held by Wagner as Holder (pursuant to a certain Assignment of the same from Kummell, as the original Holder thereunder, to Wagner) (the "September 2003 Note");
9. a Secured Convertible Term Note dated October 8, 2003 in the original principal amount of USD52,157.00, issued by R.B. Carr and held by Wagner as Holder (pursuant to a certain Assignment of the same from Kummell, as the original Holder thereunder, to Wagner) (the "October 2003 Note");
10. a Secured Convertible Term Note dated November 21, 2003 in the original principal amount of USD36,825.00, issued by R.B. Carr and held by Wagner as Holder (pursuant to a certain Assignment of the same from Kummell, as the original Holder thereunder, to Wagner) (the "November 2003 Note" and together with the October 2002 Note, the December 2002 Note, the January 2003 Note, the February 4, 2003 Note, the February 25, 2003 Note, the April 2003 Note, the August 2003 Note, the September 2003 Note and the October 2003 Note, the "Notes");
11. a Security Agreement dated October 17, 2002, also assigned to Wagner, pursuant to which Wagner has a security interest in substantially all of the assets of R.B. Carr (the "Security Agreement");
12. a Security Interest in Patents granted pursuant to the Security Agreement and an Assignment of Security Interest in Patents dated October 17, 2002 (the "October 2002 Security Interest") granting to Kummell (and as assigned to Wagner) a security interest in all of RB Carr's right, title, and interest in and to its general intangibles (inclusive of those referenced under Paragraph 13 below, the "Patents"), including without limitation certain Patent Application numbers 09/896,551 (now U.S. Pat. No. 6,632,166), 60/223,409, PCT/US01/24196 (now EP0 1957386.4, and JP2002-517216 and, to the extent R.B. Carr has or in the future acquires an interest therein, CN01802326.6), 09/924,907 (now U.S. Pat. No. 6,551,233) and 60/372,153; and

13. a Security Interest in Patents granted pursuant to the Security Agreement and an Assignment of Security Interest in Patents dated December 11, 2003 (the "December 2003 Security Interest") granting to Kummell (and as assigned to Wagner) a security interest in all of RB Carr's right, title, and interest in and to its general intangibles, including without limitation certain Patent Application numbers 10/412,943 and PCT/US03/11120 (the October 2002 Note, the December 2002 Note, the January 2003 Note, the February 4<sup>th</sup> Note, the February 25<sup>th</sup> Note, the April 2003 Note, the August 2003 Note, the September 2003 Note, the October 2003 Note, the November 2003 Note, the Security Agreement, the October 2002 Security Interest and the December 2003 Security Interest hereafter referred to collectively as the "Financing Documents"); and
14. the Letter Agreement dated January 13, 2004 to and acknowledged by R.B. Carr from Reenie P. McCarthy of McCarthy Legal Services for and on behalf of Wagner (the "Letter Agreement").

Whereas, pursuant to the Letter Agreement, R.B. Carr assembled and agreed to transfer the Possessed Collateral (including specifically and without limitation the Patents and as further defined in the Letter Agreement) to Wagner in satisfaction of the Notes and in consideration of \$33,950<sup>00</sup> paid by Wagner by wire transfer of immediately available funds on the date hereof; and

Whereas, R.B. Carr desires to transfer all right title and interest in, to and under such Possessed Collateral to Wagner,


Now therefore, the parties hereto agree as follows:

1. R.B. Carr hereby transfers, conveys, assigns and delivers to Wagner, to have and to hold forever, all right, title and interest in, to and under all of the Possessed Collateral (with the sole and exclusive exception of U.S. Pat. No. 6,551,233 [the magnetic stimulator power and control circuit] which shall remain the property of R.B. Carr).

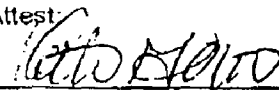
2. R.B. Carr represents and warrants that it is the true and lawful owner, and has good title to, all of the Possessed Collateral, free and clear of all security interests (other than Wagner's security interest).

IN WITNESS WHEREOF, R.B. Carr and Wagner have caused this instrument to be duly executed under seal as of and on the date first above written.

R.B. CARR ENGINEERING, INC.


By: 

Title: President

Attest: 

ACCEPTED:

For and on behalf of  
WAGNER DEVELOPMENT INC.

By: 

Title: AUTHORIZED SIGNATURES

DOCKET NO	TITLE	INVENTORS	SERIAL NO FILING DATE PATENT NO ISSUE DATE EXPIRATION DATE STATUS
RBCW -001XX United States	CENTRIFUGE HAVING AXIALLY MOVABLE SCRAPING ASSEMBLY FOR AUTOMATIC REMOVAL OF SOLIDS	R Carr	09/896,551 ISSUED 6/29/2001 Based on Prov US 6,632,166 B2 10/14/2003 6/29/2021
REF:			
RBCW -001Xq800 Provisional	AUTOMATAIC SOLIDS DISCHARGE TUBULAR BOWL CENTRIFUGE	R Carr	60/223,409 ABANDONED 8/04/2000 Utility Filed
REF:			
RBCW -003XX United States	AUTOMATIC TUBE BOWL CENTRIFUGE FOR CENTRIFUGAL SEPARATION OF LIQUIDS AND SOLIDS WITH SOLIDS DISCHARGE USING A SCRAPER OR PISTON	R Carr	10/412,943 PENDING 4/14/2003 Based on Prov
REF:			
RBCW -003Xq800 Provisional	AUTOMATIC TUBE BOWL (ATB) CENTRIFUGE FOR CENTRIFUGAL SEPARATION OF LIQUIDS AND SOLIDS WITH SOLIDS DISCHARGE USING A SCRAPER OF A PISTON	R Carr	60/372,153 ABANDONED 4/12/2002 Utility Filed
REF:			