

Form PTO-1595 (Rev. 06/04)
OMB No. 0651-0027 (exp. 6/30/2005)

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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Richard C. Rehneman, 7/14/04
Sheldon J. Gott, 7/14/04
Anthony D. Mascarenas, 7/14/04

Execution Date(s) _____

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Tristan Technologies, Inc.

Internal Address: 6185 Cornerstone Court East,

Suite #106

Street Address: _____

City: San Diego

State: CA

Country: US Zip: 92121

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

10/609,259

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Bernard L. Kleinke

Internal Address: Duckor, Spradling & Metzger

A Law Corporation

Street Address: 401 W A Street, Suite 2400

City: San Diego

State: CA Zip: 92101

Phone Number: 619-231-3666

Fax Number: 619-231-6629

Email Address: kleinke@dsm-law.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 1002

Expiration Date 7/05

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Bernard L. Kleinke
Signature

7-28-2004

Date

Bernard L. Kleinke

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

OP \$40.00 10609258

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PATENT
REEL: 014917 FRAME: 0122

Atty. Dkt No. 9129-110

ASSIGNMENT AND AGREEMENT

WHEREAS, Richard C. Reineman of 414 Sea Ridge Drive, La Jolla CA 92037, **Sheldon J. Gott** of 5154 Long Branch Avenue, No. A, San Diego CA 92107 and **Anthony D. Mascarenas** of 9502 Oviedo Street, San Diego CA 92129; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled HIGH-RESOLUTION MAGNETOENCEPHALOGRAPHY SYSTEM, COMPONENTS AND METHOD (Atty. Dkt. No. 9129-110) for which an application for United States Letters Patent was filed on June 26, 2003 as Application No. 10/609,259 and;

WHEREAS, Tristan Technologies, Inc., a California Corporation duly organized and existing under the laws of the State of CA, and having its principal place of business at 6185 Cornerstone Court East, Suite #106, San Diego CA 92121 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but

not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Duckor Spradling & Metzger the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Duckor Spradling & Metzger do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

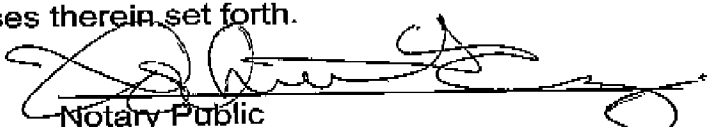
Executed this 14th day of July 2004.


RICHARD C. REINEMAN

State of California
County of San Diego

On this 14 day of July, 2004, before me, a notary public in and for said county, appeared RICHARD C. REINEMAN, who ~~is personally known to me~~ OR proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to the foregoing instrument, and ~~he~~/she acknowledged that ~~he~~/she signed, sealed, and delivered the said instrument as ~~his~~/her free and voluntary act for the uses and purposes therein set forth.

(seal)


Notary Public
My Commission Expires Oct 26 2005



Executed this 14th day of July 2004.

Sheldon J. Gott
SHELDON J. GOTT

State of California

County of San Diego

On this 14 day of July, 2004, before me, a notary public in and for said county, appeared SHELDON J. GOTT, who is ~~personally known to me~~ OR proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(seal)

[Signature]
Notary Public

My Commission Expires Oct 26, 2005



Executed this 14 day of July 2004.

Anthony D. Mascarenas
ANTHONY D. MASCARENAS

State of California

County of San Diego

On this 14 day of July, 2004, before me, a notary public in and for said county, appeared ANTHONY D. MASCARENAS, who is ~~personally known to me~~ OR proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(seal)

[Signature]
Notary Public

My Commission Expires Oct 26, 2005

