02-03-2004	
	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks     1. Name of conveying party(ies):     Nicholas Charles Talbot     Richard Martyn Smith     Additional name(s) of conveying party(ies) attached?     Yes No     3. Nature of conveyance:     Assignment     Security Agreement     Other	Please record the attached original documents or copy thereof. Name and address of receiving party(ies): Name: LRC Products Limited Internal Address:
A. Patent Application No.(s)	Additional name(s) & address(es) attached? Yes No Yes No Yes No Cation, the execution date of the application is: 01/05/04 B. Patent No.(s) ttached? Yes No
5. Name and address of party to whom correspondence concerning document should be mailed: Name:James H. Marsh, Jr Internal Address:Stinson Morrison Hecker LLP	6.   Total number of applications and patents involved:   1     7.   Total fee (37 CFR 3.41)   \$ 40.00     Ø   Enclosed   1     Ø   Authorized to be charged to deposit account
Street Address: 1201 Walnut, Suite 2800	8. Deposit account number: <u>19-4409</u> (Attach duplicate copy of this page if paying by deposit account)
City: <u>Kansas City</u> State: <u>Missouri</u> Zip: <u>64106-2150</u>	- SE THIS SPACE
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.     James H. Marsh, Jr., Reg. No. 24,533 Name of Person Signing   Jamues With Marsh, Jr., Reg. No. 24,533 Signature     Value   January 23, 2004 Date     03/2004 ECOOPER   00000032 29198059	
1 FC:8021 Mail Voluments to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services Director of the United States Patent and Trademark Office P.O. Box 1450, Alexandria, VA 22313-1450	

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# PATENT REEL: 014932 FRAME: 0148

#### ASSIGNMENT AGREEMENT

In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Nicholas Charles Talbot, an individual having an address of Flat 2, 32 Arterberry Road, Wimbledon, London SW20 8AQ and Richard Martyn Smith, an individual having an address of 8 Park Crescent, Twickenham TW 6NT (hereinafter "Assignor"), hereby assigns, transfers and conveys to LRC Products Limited, a [corporation] [non-profit organization] created and existing under and by virtue of the laws of the Great Britain, and having a principal place of business at 35 New Bridge Street, London, EC4V 6BW, its/their successors, legal representatives, and assigns (hereinafter Assignee), the Assignor's entire right, title and interest in and to the design for a STIMULATION DEVICE. as described in application serial no. 3013818 filed in Great Britain on 25 July 2003; in and to and to all patents to be issued pursuant to said application and any divisionals, continuations, continuations in part, extensions, renewals, and reissues thereof; and in and to all applications for patents or similar legal protection which may hereafter be filed for said design in any country, all patents or similar legal protection which may be granted for said design in any country and all extensions, renewals and reissues thereof or legal equivalent thereof.

Assignor hereby authorizes and requests the Director of Patents and Trademarks of the United States, and any official of any other country whose duty it is to issue patents or similar legal protection on said applications, to issue patents or similar legal protection for said design to Assignee, the same to be held by Assignee for its own use and benefit, to the full end of the term for which said patents or similar legal protection are or may be granted, as fully and

## PATENT REEL: 014932 FRAME: 0149

entirely as the same would have been held and enjoyed by Assignor(s) had this assignment not been made.

Assignor hereby further agrees, upon the request of Assignee, to execute any and all applications for divisionals, continuations and/or continuations in part for said design or improvements and any supplemental oath or declaration relating thereto, and any applications for the reissue or extension of any patent that may be granted upon said applications that Assignee may deem necessary or expedient. Assignor further agrees that in the event any said application, or patent issued thereon, becomes involved in an interference, upon request of Assignee, Assignor will cooperate to the best of its/their ability with Assignee in preparing the preliminary statement and giving and producing evidence in support thereof. Assignor hereby agrees to perform, upon such request, any and all affirmative acts to obtain said patents or similar legal protection, and vest all rights therein in Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

Assignor hereby covenants and warrants that as of the date hereof he is the true and lawful owner of the entire, right, title and interest in said design, applications, and patents which may issue pursuant thereto, that he has the full right and power to convey the same, that the same are free and clear of all liens, charges and encumbrances whatsoever, and that he has not executed and will not execute any agreement in conflict herewith.

WITNESS my hand and seal this 5 day of 3AN, 2004.

icholas Charles Talbot

Richard Martyn SMITH

2

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### PATENT REEL: 014932 FRAME: 0150

#### **RECORDED: 01/23/2004**