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Form PTO-1595 (Rev. 10/02)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Timothy Callahan

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Memorandum of Acknowledgment and Confirmation

Execution Date: 01-21 & 22, 2004

2. Name and address of receiving party(ies)

Name: Prairie Life LLC

Internal Address: 2431 S. Baldwin Avenue

Unit A

Arcadia, CA 91007

Street Address:

City: State: Zip:

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

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)

B. Patent No.(s) 6,577,894

Additional numbers attached? Yes No

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

Name: David P. Devlin

Internal Address: Perkins Coie LLP

P.O. Box 1208

Seattle, WA 98111-1208

Street Address:

02/03/2004 BYRNE 0000066 6577894

40.00 DP

City: State: Zip:

6. Total number of applications and patents involved:

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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9. Signature.

David P. Devlin, Reg. No. P-55,876

Name of Person Signing

Signature

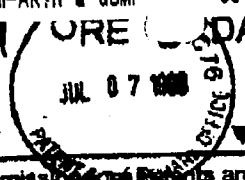
January 28, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 13

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

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REGISTRATION

PATE

07-21-19



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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

AB No. 0651-011 (exp. 4/94)

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Timothy CALLAHAN, William E. SHELL

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

2. Name and address of receiving party(ies)
 Name: Beverly Glen Medical Systems, LLC
 Internal Address: 2980 Beverly Glen Circle
 Suite 300
 Los Angeles, California 90077

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Street Address: 2980 Beverly Glen Circle, Suite 300
 Los Angeles, California 90077

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

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)
 09/292,995

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Alex Chartov
 Internal Address: Akin, Gump et al.
 1333 New Hampshire Ave., N.W.
 Suite 400
 Washington, DC 20036

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 01-0657
 (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.

Alex Chartov _____ 7/6/99
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:
 Assistant Commissioner for Patents, Box Assignment
 Washington, D.C. 20231

MEMORANDUM OF ACKNOWLEDGMENT AND CONFIRMATION


This Memorandum of Acknowledgment and Confirmation is by Timothy Callahan, formerly of Beverly Glen Medical Systems, LLC (hereinafter referred to as the "Inventor of the Invention"). The Inventor of the Invention has invented one or more certain inventions described in U.S. Patent Application No. 10/045,486 ("the '486 Application") filed on October 19, 2001, now U.S. Patent No. 6,577,894 ("the '894 Patent"), and entitled "Quantitative Method and Apparatus for Measuring QT Intervals from Ambulatory Electrocardiographic Recordings" (the "Invention"), which is a Continuation of Application no. 09/292,995 ("the '995 Application"), now U.S. Patent No. 6,324,423 ("the '423 Patent"). All rights in the '995 Application, including all rights to any patent that may have been issued for divisions, continuations, and continuations-in-part; any reissues, reexaminations, or extensions of any and all patents and all international priority rights associated with the invention were assigned to Beverly Glen Medical Systems, LLC on June 24, 1999 and recorded at the U.S. Patent Office at Reel 010097 and Frame 0698.

The undersigned acknowledges and confirms the Bridge Loan and Warrant Purchase Agreement ("the Agreement") dated November 1, 2001, and the Amendment to the Agreement dated April 20, 2002, which are memorialized by the "Chain of Title" attached as Exhibit A wherein Prairie Life, LLC forecloses and owns any patents previously owned by Beverly Glen Medical Systems, LLC, including the '423 Patent.

The undersigned further acknowledges and confirms that the '894 Patent, by virtue of the above-recorded Assignment of the '995 Application, is the current owner of the '894 Patent, including all reissues, reexaminations, and extensions.

The owners request the Commissioner of Patents to change the name of ownership in any Patent of the United States that may be issued on the Invention(s) to Assignee, Beverly Glen Medical Systems, LLC.

Date: 1/21/04



Timothy Callahan
for Beverly Glen Medical Systems, LLC

Date: _____

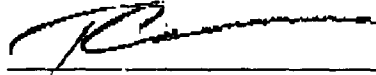
Stella Wang
for Beverly Glen Medical Systems, LLC

Date: _____

Stella Wang
for Prairie Life, LLC


The owners request the Commissioner of Patents to change the name of ownership in any Patent of the United States that may be issued on the Invention(s) to Assignee, Beverly Glen Medical Systems, LLC.

Date: 4/21/04




Timothy Callahan
for Beverly Glen Medical Systems, LLC

Date: 4/22/04



Stella Wang
for Beverly Glen Medical Systems, LLC

Date: 4/22/04



Stella Wang
for Prairie Life, LLC

EXHIBIT A

CERTIFICATE OF TITLE

PLEASE TAKE NOTICE that PRAIRIE LIFE, LLC, assignee of all rights of Lenders under the Bridge Loan and Warrant Purchase Agreement dated November 1, 2001 and secured promissory notes ("Lenders"), has foreclosed and owns the personal property, including but not limited to furniture, accounts, patents, general intangibles and all equipment ("personal property") in full satisfaction of the obligations secured by a security agreement dated November 1, 2001 and an amendment to the security agreement dated April 20, 2002 between Beverly Glen Medical Systems, as debtor and Lenders, as secured party, pursuant to the Notice of December 17, 2002 and no objections by the Debtor or any other party by January 8, 2003.

The personal property retained and now owned and title is held by PRAIRIE LIFE, LLC consists of the following:

1. 25 boxes of accounting records and corporate correspondence;
2. 1 Reynolds Pathfinder 700 analyzer;
3. 1 Cisco firewall pix;
4. 3 sets of Dell Pentium II personal computers and related software;
5. 1 HP Laserjet 400;
6. All rights to the US patent No. 6324423; and
7. Rights to trademark and copyrights.

DATED: February 13, 2003

PRAIRIE LIFE, LLC

By: 

ANTHONY ROTHMAN FOR STELLA
WANG, MANAGER
PRAIRIE LIFE, LLC
C/O HURON LAW GROUP, LLP
1801 CENTURY PARK EAST
SUITE 480
LOS ANGELES, CA 90067

**COPY OF ASSIGNMENT RECORDED AT
REEL 010097 AND FRAME 0698,
FOR INFORMATIONAL PURPOSES
ONLY**

Attorney Docket No. 071650.0001

ASSIGNMENT

Insert Names of Inventors:	(1) Timothy Callahan	(2) William E. Shell
	(3)	(4)
	(5)	(6)

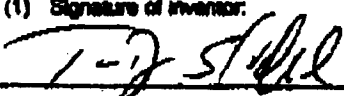
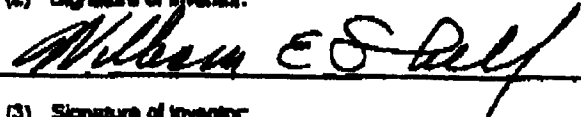
In consideration of the sum of one dollar (\$1.00) and other good and valuable considerations paid to each of the undersigned, the undersigned agree(s) to assign, and hereby does assign, transfer and set over to

Insert Name Of Assignee:	(9) Beverly Glen Medical Systems, LLC
(10) Insert state of Incorporation of Assignee	(10) Nevada
(11) Insert address of Assignee	of 2800 Beverly Glen Circle, Suite 300, Los Angeles, California 90077 (hereinafter designated as the Assignee), its successors and assigns, the entire and exclusive worldwide right, title and interest in, any Letters Patent which may be granted and issued for, any continuations, divisions, reissues and extensions of said Letters Patent and all international priority rights associated with the invention known as
(12) Insert identification of invention, such as Title, Case Number or Foreign App. Number	(12) for which the undersigned has (have) executed an application for patent entitled: QUANTITATIVE METHOD AND APPARATUS FOR MEASURING QT INTERVALS FROM AMBULATORY ELECTROGRAPHIC RECORDINGS in the United States of America
(13) Insert Date of Signing of Declaration	(13) on _____

- (1) The undersigned agree(s) to execute all papers necessary in connection with any original, reissue, divisional and continuing United States and foreign applications for the above-identified invention and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.
- (2) The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation or division thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.
- (3) The undersigned agree(s) to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.
- (4) The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States patent to the Assignee.
- (5) The undersigned hereby authorize(s) and request(s) the Commissioner of Patents to issue any and all Letters Patents of the United States resulting from said application or any division or divisions or continuing applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he has (they have) full right to convey the entire interest herein assigned, and that he has (they have) not executed and will not execute, any agreement in conflict herewith.

Assignment Document
Page 2
Attorney Docket No. 071650.0001

(6) The undersigned hereby grants ALEX CHARTOVE, Registration No. 31,942; KENNETH R. GLASER, Registration No. 24,015; RICHARD L. SCHWARTZ, Registration No. 27,227; RANDALL C. BROWN, Registration No. 31,213; MICHAEL E. MARTIN, Registration No. 24,821; STEVEN E. ROSS, Registration No. 35,998; RICK MATOS, Registration No. 40,082; HENRY T. CRENSHAW, Jr., Registration No. 37,805; and CHARLES B. LOBSENZ, Registration No. 36,857 of the firm of AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P., the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent & Trademark Office for recordation of this document.

Date: 6/24/99	(1) Signature of inventor: 
Date: 6/24/99	(2) Signature of inventor: 
Date:	(3) Signature of inventor:
Date:	(4) Signature of inventor:
Date:	(5) Signature of inventor:
Date:	(6) Signature of inventor: