

Atty Docket No.:

FORM PTO-1595
1-31-92



117622-00102

RECORDATION FORM
PATENTS

03-01-2004



PARTMENT OF COMMERCE
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To the Honorable Commissioner of Patents. Please rec

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copy thereof.

1. Name of conveying party(ies):

Lloyd Marks

2-23-04

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

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

Name: Smithmarks, Inc.

Address: 1000 River Street
Ridgefield, NJ 07657

3. Nature of Conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: September 22, 2003

Additional name(s) and 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)

10/673,167

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

BLANK ROME LLP
600 NEW HAMPSHIRE AVENUE, N.W.
WASHINGTON, DC 20037



27557

PATENT TRADEMARK OFFICE

6. Total applications and patents involved: 1

7. Total fee (37 CFR 3.41):

- ☒ Enclosed \$40.00
☐ Authorized to be charged to deposit account

8. Deposit account number: 23-2185

(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.

Michael C. Greenbaum

Name of Person Signing

Signature

February 23,
2004

Date

Registration Number: 28,419

Total number of pages including this cover sheet: 4

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P.O. Box 1450
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PATENT
REEL: 015011 FRAME: 0374

ASSIGNMENT

THIS ASSIGNMENT, made on the date set forth below by Michael Smith and Lloyd Marks (hereinafter referred to as the assignors), residing at 722 Hemlock Drive, Oradell, NJ 07649; and 1021 Minisink Way, Westfield, NJ 07090, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in ***METHODS OF DIAGNOSIS USING PULSE VOLUME MEASUREMENT*** set forth in an application for Letters Patent of the United States, filed concurrently herewith; and

WHEREAS, Smithmarks, Inc., a corporation duly organized under and pursuant to the laws of the State of New Jersey, having its principal place of business at 1000 River Street, Ridgefield, NJ 07657 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the said assignors have sold, assigned, transferred and set over, and by these presents do sell, transfer and set over, unto the assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the said assignee, for its own use and behoof and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be

granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that the said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, the said assignors hereby covenant and agree to and with the said assignee, its successors, legal representatives and assigns, that the said assignors will, whenever counsel of the said assignee or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, that any division, continuation or continuation-in-part of any application for Letters Patent, or reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to the said assignors, their successors, legal representatives and assigns, but at the cost and expense of the said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to the said assignee, as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the said assignee, its successors, legal representatives and assigns.

The undersigned hereby grant the firm of BLANK ROME, LLP, 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 and Trademark Office for recordation of this document.

Date: _____

Michael Smith

Date: _____

9-22-03

Lloyd Marks
Lloyd Marks

STATE OF *NEW JERSEY*)
COUNTY OF *BERGEN*)

On this 22 day of SEPTEMBER, 2003, personally before me came Michael Smith and Lloyd Marks, known to me, and known to me to be the persons described in and who signed the annexed Assignment, and being duly sworn, acknowledged that they executed the same.

Rhea L. Smith

NOTARY PUBLIC

My Commission Expires:

