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(Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)					
To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.					
1. Name of conveying part(ies): 1. Peter H. Rogers 2. Gary W. Caille Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: Georgia Tech Research Corporation Street Address: 505 Tenth Street Atlanta, Georgia 30332-0415 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: 1. July 19, 2001; 2. July 30, 2001		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) 09/842,610 B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Scott A. Horstemeyer Thomas, Kayden, Horstemeyer & Risley, L.L.P. 100 Galleria Parkway, Suite 1750 Atlanta, Georgia 30339-5948		6. Total number of applications/patents involved: [1] 7. Total fee (37 CFR 3.41) \$ 40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorization to charge credit card (attached) 8. Deposit Account Number: 20-0778 (Attach duplicate copy of this page if paying by Deposit Account)			
DO NOT USE 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. J. Scott Culpepper _____ Typed Name Docket #: 062004-1640 Signature  _____ Total number of pages including cover sheet, attachments, and document: [5] Date 9-30-2004 _____ Date					

Mail documents 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, Virginia 22313-1450

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(Patent Assignment)

**ASSIGNMENT
OF UTILITY PATENT APPLICATION**

WHEREAS, the following parties:

<u>Name</u>	<u>Address</u>
Peter H. Rogers	750 Park Avenue, Apt. 19N, Atlanta, GA 30326
Gary W. Caille	825 Ferncroft Court, Roswell, Ga 30075

hereinafter referred to as ASSIGNOR, has/have invented certain new and useful improvements ("invention(s)") as described and set forth in the below-identified utility application for United States Letters Patent entitled:

**AN APPARATUS AND METHOD FOR IMPLEMENTING
HYDRO-ACOUSTIC THERAPY FOR THE LUNGS,**

which was:

- ☐ executed on even date herewith,
- ☒ filed with the United States Patent and Trademark Office (USPTO) on April 26, 2001, and assigned Serial No. 09/842,610, and
- ☒ further described in U.S. Provisional application entitled HYDROACOUSTIC LUNG THERAPY, filed with the USPTO on April 28, 2000, and assigned Serial No. 60/200,484.

Note: Only one of the first two checkboxes will be checked. The third checkbox will be checked, only if appropriate.

WHEREAS, Georgia Tech Research Corporation, having a place of business at 505 Tenth Street, Atlanta, Georgia 30332-0415, hereinafter referred to as ASSIGNEE, is desirous of acquiring ASSIGNOR'S interest in and to said invention(s), said utility application, said provisional application, and any U.S. and foreign patents which are related to the same.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by ASSIGNOR, ASSIGNOR has sold, assigned and transferred and does hereby sell, assign and

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transfer unto ASSIGNEE, and ASSIGNEE'S successors and assigns, (a) the entire right, title and interest, for the United States of America, in and to said invention(s), said utility application, and said Provisional application and all the rights and privileges in any application and under any and all patents that may be granted in the U.S. for said inventions, including all corresponding provisional, continuation, continuation in part, divisional, reissue, and reexamination applications; and (b) the entire right, title and interest in and to said invention(s), said utility application, and said provisional application for all countries foreign to the U.S., including all rights of priority arising from them, and all the rights and privileges under any and all forms of protection, including patents, that may be granted in said countries foreign to the U.S. for them.

ASSIGNOR authorizes ASSIGNEE to make application for such protection in its own name and maintain such protection in any and all countries foreign to the U.S., and to invoke and claim for any application for patent or other form of protection for said Inventions, without further authorization from ASSIGNOR, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

ASSIGNOR hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of ASSIGNEE to apply for patent or other form of protection for said Inventions, said utility application, or said provisional application and to claim the aforesaid benefit of the right of priority.

ASSIGNOR requests that any and all patents for said inventions be issued to ASSIGNEE in the U.S. and to ASSIGNEE in all countries foreign to the U.S., or to such nominee as ASSIGNEE may designate.

ASSIGNOR covenants and agrees that, when requested, ASSIGNOR shall, without charge to ASSIGNEE but at ASSIGNEE'S expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable, or convenient in connection with the patent applications, patents, or other forms of protection of said invention(s), and for the defense and protection thereof if challenged in the court of law.

ASSIGNOR authorizes ASSIGNEE or its agents to insert, on ASSIGNOR's behalf, the filing date and/or serial number above pertaining to the utility application and/or the provisional application, if not known as of the date of execution of this document.

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(Patent Assignment)

Peter H. Rogers
Peter H. Rogers

Date: 7/19/01

United States of America

State of Georgia

County of Fulton

On this 19th day of July, 2001, before me personally came **Peter H. Rogers** to me known to be the individual described above and who executed the foregoing instrument, or acknowledged execution of the same.

Alice Dixon
Notary Public

1/11/05
My Commission Expires (Date)

Alice Dixon
Notary Public, Gwinnett County, Georgia
My Commission Expires January 11, 2005

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(Patent Assignment)



Gary W. Caille


Date: 30 July 2001

United States of America

State of Georgia

County of Fulton

On this 30 day of July, 2001, before me personally came **Gary W. Caille** to me known to be the individual described above and who executed the foregoing instrument, or acknowledged execution of the same.



Notary Public

January 18, 2005
My Commission Expires (Date)