

Form PTO-1595 (Rev. 03/01) **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE
 OMB No. 0851-0027 (exp. 5/31/2002) **PATENTS ONLY** U.S. Patent and Trademark Office

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

<p>1. Name of conveying party(ies): Benjamin J. KREMPEL</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Aqueduct Medical, Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: 665 Third Street, Suite 412</p> <p>City: <u>San Francisco</u></p> <p>State: <u>CA</u> Zip: <u>94107</u></p> <p>Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>September 20, 2004</u></p>	

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the new application is: _____

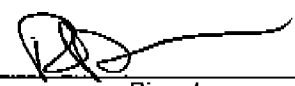
<p>A. Patent Application No.(s): 10/852,762</p>	<p>B. Patent No.(s): _____</p>
<p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>E. Thomas Wheelock</u> <u>MORRISON & FOERSTER LLP</u></p> <p>Internal Address: <u>Atty. Dkt.: 544862000220</u></p> <p>Street Address: <u>755 Page Mill Road</u></p> <p>City: <u>Palo Alto</u> State: <u>CA</u> Zip: <u>94304</u></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p><input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed)</p> <p>8. Deposit account number: <u>03-1952</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Rick Shoop - 45,763  October 20, 2004
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 2

CH \$40.00 031952 10852762

Attorney Docket No.: 544862000220

**ASSIGNMENT
SOLE**

THIS ASSIGNMENT, by Benjamin J. Krempel (hereinafter referred to as the assignor), residing at 326 Parnassus Avenue, #4, San Francisco, California 94117, witnesseth:

WHEREAS, said assignor has invented certain new and useful improvements in SYSTEMS FOR REGULATING THE TEMPERATURE OF A HEATING OR COOLING DEVICE USING NON-ELECTRIC CONTROLLERS AND NON-ELECTRIC CONTROLLERS THEREFOR, set forth in an application for Letters Patent of the United States, bearing Serial No. 10/852,762 and filed on May 21, 2004; and

WHEREAS, Aqueduct Medical, Inc., a corporation duly organized under and pursuant to the laws of California and having its principal place of business at 665 Third Street, Suite 412, San Francisco, California 94107 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, said assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said 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 said assignee, for its own use and the use 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 assignor, had this sale and assignment not been made.

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

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee, its successors, legal representatives and assigns, that said assignor will, whenever counsel of said assignee, or the counsel of its successor, 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, or that any division, continuation or continuation-in-part of any application for Letters Patent or any 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 said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

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

Sept 20, 2004
Date


Benjamin J. KREMPEL