

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

LocalMed, Inc

Execution Date(s) July 22, 2004 and September 15, 2004

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

2. Name and address of receiving party(ies)

Name: Abbott Laboratories

Internal Address: Patent and Trademark Department, AP6A-1

Street Address: 100 Abbott Park Road

City: Abbott Park

State: IL

Country: _____ Zip: 60064-6008

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Agreement

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,863,284, 5,922,020, 5,876,374, 5,941,868

Additional numbers attached? Yes No

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

Name: Robert DeBerardine, Abbott Laboratories

Internal Address: Patent and Trademark Department, AP6A-1

Street Address: 100 Abbott Park Road

City: Abbott Park

State: _____ ID _____ Zip: 60064-6008

Phone Number: (847) 937-4558

Fax Number: (847) 938-2623

Email Address: _____

6. Total number of applications and patents involved:

4

7. Total fee (37 CFR 1.21 (h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Credit Card Last 4 Numbers _____
Expiration Date _____

Deposit Account Number 01-0025

Authorized User Name _____

9. Signature:

Michele M. Bonke
Signature

1/27/05
Date


Michele M. Bonke
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

CH \$160.00 010026 6863284

AGREEMENT

WHEREAS, LocalMed, Inc., a California corporation, having a place of business at c/o Paul Goehel, Adiana, Inc., 2684 Middlefield Road, Suite A, Redwood City, California 94062, (hereinafter referred to as "ASSIGNOR"), is the owner of the entire and exclusive right, title and interest in and to certain inventions disclosed or claimed in the United States Patents shown in Appendix A (hereinafter referred to as the "PATENTS") and is the owner of the PATENTS; and

 WHEREAS, Abbott Laboratories, ~~Inc.~~, an Illinois corporation having its business address at 100 Abbott Park Road, Abbott Park, Illinois 60064 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire and exclusive right, title and interest, in and to the PATENTS and any similar legal protection obtained or to be obtained therefore in the United States of America, its territorial possessions and in any and all countries foreign thereto, including any continuations, continuations-in-part, divisions, reissues, reexaminations, substitutions, extensions, additions or renewals thereof, including the claimed subject matters of the aforesaid PATENTS.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, ASSIGNOR AND ASSIGNEE agree as follows:

1. ASSIGNOR warrants that it has the entire and exclusive right, title and interest in and to the PATENTS and that there is no encumbrance of any sort on ASSIGNOR which would, in any way, prevent, inhibit, impede or otherwise restrain ASSIGNOR's capacity to transfer its entire and exclusive right, title and interest in and to the PATENTS, together with the right to recover for past infringement, and, except with respect to ASSIGNOR, the right to sue for and collect same for ASSIGNEE's own use and advantage and for the use and advantage of its successors, assigns or other legal representatives.
2. For the considerations set forth herein, ASSIGNEE agrees to pay to ASSIGNOR the sum of \$275,000 (two hundred and seventy-five thousand dollars). In addition, ASSIGNEE agrees to pay all maintenance fees relating to the PATENTS which may be due and to bear the cost of preparing the documentation relating to the assignment of the PATENTS to ASSIGNEE.

3. ASSIGNOR shall assign ownership to ASSIGNEE of the entire right, title, and interest in and to the PATENTS and any similar legal protection obtained or to be obtained therefore in the United States of America, its territorial possessions and in any and all foreign countries thereto including any continuations, continuations-in-part, divisions, reissues, reexaminations, substitutions, extensions, additions or renewals thereof, including the claimed subject matters of the aforesaid PATENTS, including the right to recover for post infringement and, except with respect to ASSIGNOR, the right to sue for and collect same for ASSIGNEE's own use and advantage and for the use and advantage of its successors, assigns or other legal representatives.

4. ASSIGNOR agrees that all prosecution file materials relating to the PATENTS shall be transferred to ASSIGNEE and authorizes such transfer.

5. ASSIGNEE shall have no obligation to make any future maintenance fees with regard to the PATENTS.

6. ASSIGNOR hereby authorizes and requests that the Assistant Commissioner for Patents record this Agreement and the interests herein assigned.

7. This Agreement constitutes the entire Agreement between the parties relating to the subject matter hereof, and all prior negotiations, representations, agreements and understandings are superseded hereby.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each party hereto as of the date first above written.

LOCALMED, INC.

By: [Signature]

Title: PRESIDENT

Dated: 7/22/04

ABBOTT LABORATORIES, INC.

By: [Signature]

Title: VICE PRESIDENT

Dated: 9/15/04

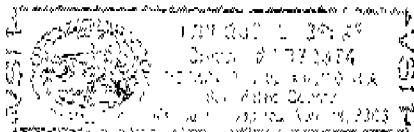
STATE OF CALIFORNIA

SS:

COUNTY OF SAN MATEO

On this 22 day of July, 04, before me personally came PAUL GOELD, to me known, who, being by me duly sworn, did depose and say that he is the President of LocalMed, Inc., a California corporation, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto as such officer.

My commission expires: 08.28.06



(Notarial Seal)

[Handwritten Signature]
Notary Public

APPENDIX A

5,259,366

5,279,565

5,336,178

5,609,574

5,634,901

5,713,860

5,772,629

5,810,767

5,876,374

5,941,868

~~5,941,868~~

5,536,250

5,562,620

5,599,306

5,478,331

5,593,442

5,658,248

5,840,008

5,863,284

5,762,631

5,701,905

5,797,952

5,922,020

5,810,869

Ph *RBA*