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Form PTO-1595 (Rev. 06/04)  
OMB No. 0651-0027 (exp. 6/30/2005)

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

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7-3004

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):

Jim Holmes  
Eric Nyberg  
Joe Evans

1-17-04

Execution Date(s) 12/30/2003

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

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Name: Pionetics, Inc.

Internal Address: \_\_\_\_\_

Street Address: 151 Old Country Road

City: San Carlos

State: CA

Country: U.S.A. Zip: 94070

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

10/637,186

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Ashok Janah

Internal Address: Janah & Associates, P.C.

Street Address: 650 Delancey Street, Suite 106

City: San Francisco

State: CA Zip: 94107

Phone Number: (415) 538-1555

Fax Number: (415) 538-8380

Email Address: jaoffice@janah.com

6. Total number of applications and patents involved: 1

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

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 10-0258

Authorized User Name Ashok Janah

9. Signature:

July 30, 2004

Signature

Date

Ashok K. Janah, Reg. No. 37,487

Name of Person Signing

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

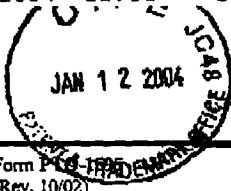
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PAGE 2/7 \* RCVD AT 7/30/2004 2:06:29 PM (Eastern Daylight Time) \* SVR:USPTO-EFXXF-114 \* DNIS:8729306 \* CSID:14155388380 \* DURATION (mm-ss):02-18

PATENT  
REEL: 015644 FRAME: 0450



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Form PTO-100 (Rev. 10/02)

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):

Jim Holmes  
Eric Nyberg  
Joe Evans

1-12-04

2. Name and address of receiving party(ies)

Name: Pionetics, Inc.

Internal Address: \_\_\_\_\_

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Street Address: 161 Old Country Road

City: San Carlos State: CA Zip: 94070

Execution Date: ~~08-08-2003~~ 12/30/2003

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: ~~08-08-2003~~

A. Patent Application No.(s) 10/637,186

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached?  Yes  No

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

Name: Ashok Janah

Internal Address: Janah & Associates, P.C.

Street Address: 650 Delancey Street, Suite 106

City: San Francisco State: CA Zip: 94107

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:

10-0258

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9. Signature.

Ashok K. Janah, Reg. No. 37,487  
Name of Person Signing

Signature

1/6/2004  
Date

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

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

40.00 DP

OE FC:6021

**ASSIGNMENT FOR APPLICATION FOR PATENT****WHEREAS:****Names and Addresses of Inventors:**

- |   |  |
|---|--|
| 1) Jim Holmes<br>3737 Terrace Drive<br>South Lake Tahoe, CA 96150<br>U.S.A. | 2) Eric Nyberg<br>1208 Ladera Way<br>Belmont, CA 94002<br>U.S.A. |
| 3) Joe Evans<br>1096 Metro Circle<br>Palo Alto, CA 94303                    |  |

(hereinafter referred to as Assignors), have invented a certain invention entitled:

***"Selectable Ion Concentrations with Electrolytic Ion Exchange"***

- which is attached hereto
- for which application for Letters Patent in the United States was filed on August 8, 2003, under Serial No. 10/637,186, executed on even date herewith; and

WHEREAS, Pionetics, Inc., a corporation of the State of California, having a place of business at 151 Old County Road, San Carlos, California 94070 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title, and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignors, and in and to any and all patents, inventor's certificates, and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignors to have been received in full from said Assignee:

1. Said Assignors hereby sell, assign, transfer, and convey to Assignee the full and exclusive right, title, and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title, and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignors shall include prompt production of pertinent facts and documents, giving testimony, execution of

Form Letters 1

petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title, and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefor and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions, and court actions; provided, however, that the expense incurred by said Assignors in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignors, their respective heirs, legal representatives, and assigns.

4. Said Assignors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignors have executed and delivered this instrument to said Assignee on the dates indicated below.

1) <u>12/28/03</u> Date	<u>Jim Holmes</u> Jim Holmes
2) <u>12/29/03</u> Date	<u>Eric Nyberg</u> Eric Nyberg
3) <u>12/30/03</u> Date	<u>Joe Evans</u> Joe Evans

Form Letters1