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

9-13-04

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

Alexander K. Mills

Execution Date(s) June 28, 2004

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

2. Name and address of receiving party(ies)

Name: Woolsthorpe Technologies

Internal Address: _____

Street Address: 9010 Callaghan Ave

City: San Antonio

State: Texas

Country: USA Zip: 78230

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 _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

10/008,245
10/773,596

B. Patent No.(s)

5,978,691 6,719,705
6,594,511 6,537,225
6,480,729

Additional numbers attached? Yes No

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

Name: Ralph C. Francis

Internal Address: _____

Street Address: 1808 Santa Clara Ave

City: Alameda

State: CA Zip: 94501

Phone Number: 510 769-9800

Fax Number: 510 769-9804

Email Address: _____

6. Total number of applications and patents involved:

7

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 06-1838

Authorized User Name Francis Law Group

9. Signature:

Signature

9.13.04
Date

Ralph C. Francis

Name of Person Signing

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

5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

09/16/2004 ECOOPER 00000042 10008245

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PATENT
REEL: 015778 FRAME: 0412

ASSIGNMENT

WHEREAS, **Alexander K. Mills**, a resident of the State of Texas, hereinafter referred to as ASSIGNOR, is the owner and registered proprietor of the Patent Applications and Letters Patents, particulars of which are set forth in the Schedule attached hereto.

WHEREAS, **Woolsthorp, LLC.**, a Texas corporation having a place of business at San Antonio, Texas, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire right, title and interest in and to said patents and applications, and said inventions, in and to any and all improvements relating to said inventions, and in and to Letters Patent thereon, when granted in the United States and all foreign countries; and

WHEREAS, ASSIGNOR acknowledges that pursuant to his contractual obligations, and/or the terms of this instrument, he is under a continuing obligation to assign all right, title and interest in, to and under the invention which is the subject of their application for Letters Patent and any improvements thereof and all divisions, and continuations thereof, to ASSIGNEE, its successors, legal representatives and assigns in accordance with this instrument;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration received by ASSIGNOR from ASSIGNEE, the receipt of which is hereby acknowledged by ASSIGNOR:

1. ASSIGNOR hereby sells, assigns, transfers and conveys unto ASSIGNEE, the entire right, title and interest in and to said application and said invention and improvements; including all priority rights under the International Convention associated with the filing of said application, for each country of the Union; and in and to any and all Letters Patent on said invention and improvements that may be granted by the United States or any foreign countries, including each and every Letters Patent granted on any application which is a division, substitution, continuation or continuation-in-part of any application relating to said invention or improvements, and in and to each and every reissue or extension of said Letters Patent.

2. ASSIGNOR hereby warrants, covenants and represents the fact to be that he has not heretofore granted any license, right or privilege in respect to the said application or said invention or improvements, or in any other way encumbered the same, and that he has the full right to convey, free of all licenses and encumbrances, the entire interest hereby assigned.

3. ASSIGNOR covenants and agrees that at the request and expense of ASSIGNEE he will promptly execute all papers necessary or desirable to perfect ownership of said invention, improvements, applications or said Letters Patent in ASSIGNEE, and execute all oaths and other papers necessary or desirable for prosecuting said application, for use in interference proceedings involving said invention or improvements, for refileing said applications, for filing of said divisional, substitution, continuation or continuation-in-part applications covering said invention or improvements which are deemed necessary or desirable by ASSIGNEE, for reissuance of said Letters Patent, or for the filing of foreign countries of applications for Letters Patent conferring said invention or improvements.

4. ASSIGNOR further covenants and agrees that at the expense and request of ASSIGNEE he will promptly assist ASSIGNEE in interference proceedings involving said invention or improvements, and in litigation involving said Letter Patent, and will assist in the ascertainment of facts and the production of evidence relating to said invention or improvements.

5. The terms, covenants and provisions of this assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other, legal representatives, and shall be binding upon ASSIGNOR, his heirs, legal representatives and assigns.

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6. ASSIGNOR hereby authorizes and requests the COMMISSIONER OF PATENTS AND TRADEMARKS to issue the United States Letters Patent on their invention, when granted, unto

WOOLSTHORPE TECHNOLOGIES, LLC.

its successors, assigns and other legal representatives in accordance with this agreement.

IN TESTIMONY WHEREOF, I, ALEXANDER K. MILLS, HAVE EXECUTED AND DELIVERED THIS INSTRUMENT THIS 28 DAY OF June, 2004.



ALEXANDER K. MILLS

Schedule

PATENTS

Application No.	Filing Date	Title
10/008,245	7 November 2001	Method for Noninvasive Continuous Determination of Physiologic Characteristics
10/773,596	6 February 2004	Device and Method for Non-Invasive Continuous Determination of Physiologic Characteristics
Patent No.	Filing Date	Title
6,719,705	13 April 2004	Device and Method for Non-Invasive Continuous Determination of Physiologic Characteristics
6,594,511	15 July 2003	Method and Apparatus for Determining Physiological Characteristics
6,537,225	25 March 2003	Device and Method for Non-Invasive Continuous Determination of Physiologic Characteristics
6,480,729	12 November 2002	Method for Determining Blood Constituents
5,978,691	02 November 1999	Device and Method for Noninvasive Continuous Determination of Blood Gases, PH, Hemoglobin Level, and Oxygen Content