

11/23/04

11-30-2004

FORM PTO-1595
(Rev. 10/02)
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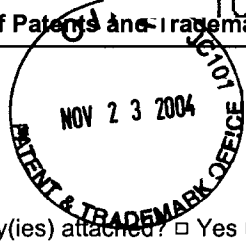


T U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Atty. Docket No. 118.0001-00000

102891481

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



1. Name of conveying party(ies):
Escan, Inc.
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Young America Homes, Inc.
Internal Address: _____
Street Address: 5800 Commerce Boulevard

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:
Execution Date: December 1, 1996

City: Rohnert Park State: CA Zip: 94928
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: _____

A. Patent Application Number(s):
Additional numbers attached? Yes No

B. Patent Number(s):
5,579,393

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: MARTIN & FERRARO, LLP
Internal Address: _____
Street Address: 1557 Lake O'Pines Street, NE
City: Hartville State: Ohio Zip: 44632

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41): \$40.00
 Enclosed (Please charge deficiency to deposit account)
 Authorized to be charged to deposit account
8. Deposit Account No.:
50-1068

DO NOT USE THIS SPACE

9. Signature.
Amedeo F. Ferraro, Reg. No. 37,129  11/22/04
Name of Person Signing Signature Date

11/29/2004 ECOOPER 00000253 501068 5579393
01 FC:0021 40.00 DA
Total number of pages including cover sheet, attachments, and documents: 3

ASSIGNMENT

This Assignment is made as of December 1, 1996, between BScan, Inc. ("Assignor"), 2210 North Point Parkway, Santa Rosa, CA 95407, and Young Attention Homes, Inc. ("Assignee"), 5800 Commerce Boulevard, Robert Park, CA 94928, with respect to the following facts:

A. Assignor owns a patent of the United States, numbered 5,579,393 and dated November 26, 1996 (the "Patent"), relating to a system for secure medical and dental record interchange (the "System"), and is endeavoring to develop a business based upon the System;

B. Assignee has provided and continues to provide certain sums to Assignor to enable Assignor to pursue such business; and

C. In consideration of the provision of such sums, Assignor wishes to assign to Assignee all of its right, title and interest in and to the Patent.

NOW, THEREFORE, in consideration of the foregoing, Assignor and Assignee hereby agree as follows:

1. Assignment. In consideration of the foregoing, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee, its successors, legal representatives, licensees and assigns, the entire right, title and interest of Assignor in and to the Patent, including, but not limited to, (a) all applications for patents which have been or may hereafter be filed for the System in the United States, and all divisions, renewals and continuations thereof; (b) all patents of the United States which have been or may hereafter be granted for the System, including, but not limited to, the Patent, and all reissues and extensions thereof; (c) all applications for industrial or intellectual property protection, including, but not limited to, patents, utility models, inventor's certificates and designs, which have been or may hereafter be filed for the System in any country foreign to the United States, together with the right to file such applications and the right to claim therefor any priority rights derived from the patent laws of the United States, the International Convention for the Protection of Industrial Property or any other international agreement, or the domestic laws of the country in which any such application is filed, as applicable; and (d) all forms of industrial or intellectual property protection, including, but not limited to, patents, utility models, inventor's certificates and designs, which have been or may hereafter be granted for the System in any country foreign to the United States, and all extensions, renewals and reissues thereof.

2. Existing Patent Applications and Patents. Patent applications and patents which are the subject of this Assignment include, but are not limited to, the following: United States Patent No. 5,579,393, entitled "System and Method For Secure Medical and Dental Record Interchange."

3. Authorization. Assignor hereby authorizes and requests the Commission of Patents and Trademarks of the United States, and any official of any country foreign to the United States whose duty it is to issue patents or other forms of industrial or intellectual property protection, to issue such patents or other forms of protection to Assignee, its successors, legal representatives, licensees and assigns, in accordance with the terms of this Assignment.

4. Representations. Assignor represents and warrants that Assignor has the full, unencumbered right to convey to Assignee the entire interest of Assignor in the System hereby assigned, and that Assignor has not entered into, and will not enter into, any agreement in conflict herewith. Assignor shall indemnify and hold harmless Assignee, its shareholders, employees, officers, directors, successors, legal representatives, licensees and assigns, from any liability whatsoever, including, but not limited to, legal fees and costs, arising from or relating to any breach or alleged breach of such representations and warranties.

5. Further Instruments. Assignor shall communicate to Assignee, its successors, legal representatives, licensees and assigns, any facts known to Assignor regarding the System, and testify in any legal proceeding, sign all lawful papers, execute all divisional, renewal, continuing and foreign applications, make all rightful oaths, and generally do everything possible to aid Assignee, its successors, legal representatives, licensees and assigns, to obtain and enforce proper protection for the System in all countries.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

EScan, Inc. ("Assignor")

By: [Signature]
Its CHAIRMAN

Young America Homes, Inc.

By: [Signature]
Its PRESIDENT