



2/10/5

RECORDATIO
PA*

02-17-2005

MENT OF COMMERCE
nt and Trademark Office
at No.: 2043694-5001.US



102943211

y thereof.

To the Honorable Commissioner of Patents and Trademarks. Ple.

1. Name of conveying party(ies):

David C. MACK, Steve KELL, Majd ALWAN, Robin FELDER, Beverly TURNER, Sarah WOOD

Additional names of conveying party(ies) attached?

yes no

3. Nature of Conveyance

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **January 3, 2005; January 3, 2005; January 5, 2005; January 3, 2005; January 3, 2005; January 13, 2005**

2. Name and address of receiving party(ies):

Name: **Home Guardian LLC**

Internal Address:

Street Address: **MSB Hospital West, Suite 6111
Charlottesville, VA 22908-0001**

State or Country: **United States**

Additional name(s) & address(es) attached?

yes no

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

Title: **SYSTEM AND PROCESS FOR NON-INVASIVE COLLECTION AND ANALYSIS OF PHYSIOLOGICAL SIGNALS**

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

A. Patent Application No(s). 10/974,027

B. Patent No(s).

Additional numbers attached? Yes No

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

Jonathan D. Link, Reg. No. 41,548
McGuireWoods LLP
1750 Tysons Boulevard, Suite 1800
McLean, Virginia 22102

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
 Total fee due
 Any deficiencies in the enclosed fees

8. Deposit account number: **23-1951**

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.

Jonathan D. Link, Reg. No. 41,548

Name of Person Signing

Signature

February 10, 2005

Date

\\COM484656.1

02/16/2005 ECDDPER 00000146 10974027

01 FC:8021

40.00 DP

ASSIGNMENT

Whereas, Assignor has invented certain new and useful processes, machines, articles of manufacture, compositions of matter, and/or improvements thereof ("Invention") disclosed in

an application for United States Letters Patent Serial No. 10/974,027, entitled **SYSTEM AND PROCESS FOR NON-INVASIVE COLLECTION AND ANALYSIS OF PHYSIOLOGICAL SIGNALS** ("Application");

upon which United States Letters Patent, Patent Number _____, has issued ("Patent");

Whereas, Assignor desires to convey all rights, title and interests in and to the same to Home Guardian LLC ("Assignee"), which is incorporated under the laws of the Commonwealth of Virginia;

Now, for valuable consideration by Assignee to Assignor, the receipt of which is hereby acknowledged, and for other good and valuable consideration, Assignee and Assignor hereby agree as follows:

Assignor hereby conveys, assigns, sells and transfers to Assignee all rights, title and interests in and to the invention disclosed in said application and in and to any Letters Patent of the United States, any continuation, division, renewal, or substitute thereof, and hereby grants to Assignee the right to apply in its own name for patents or inventor's certificates and related rights heretofore or hereafter filed for the invention in any and all countries, including (without limitation) all rights to claim priority based thereon, all patents granted thereon and all reissues, extensions and renewals thereof.

Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

Assignor further covenants that Assignee will, upon Assignee's request, be provided promptly with all pertinent facts and documents relating to the invention, Patent, Application and any patents granted thereon, as may be known and accessible to Assignor, and Assignor will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to Assignee or Assignee's legal representative any and all papers, instruments or affidavits required to apply for, protect, obtain, maintain, issue, defend and enforce the Application, Patent, Invention, whether in the U.S. or any and all foreign countries and any patents granted thereon and/or for obtaining any reissue or reissues of any patent which may be granted for the invention and perform such further acts which may be necessary or desirable to carry out the intent of this agreement as the Assignee thereof shall hereafter require and prepare at assignee's expense..

IN WITNESS WHEREOF, Assignor has hereunto set hand and seal.

Assignor:

Signature: David C. Mack

Print Name: David C. Mack

Address: 782 MERION GREENE
CHARLOTTESVILLE, VA 22901

Date: 1/3/2005

Assignor:
Signature: Steve Kell

Print
Name: Steve Kell

Address: 641 CAMPBELL ROAD
KESWICK VA 22947

Date: 1/3/2005

Assignor:
Signature: M.A. Alwan

Print
Name: Majd Alwan

Address: 479 Rolling Valley Ct.
Charlottesville, VA 22902

Date: 01/05/2005 M.A.

Assignor:
Signature: Robin A Felder

Print
Name: Robin Felder

Address: 1841 Fendall Ave
Charlottesville, VA 22903

Date: Jan 3, 05

Assignor:
Signature: Beverly Turner

Print
Name: Beverly Turner

Address: 2635 Dudley Mt Rd
North garden, VA 22959

Date: 01/03/05

Assignor:

Signature: Sarah B. Wood

Print Name: Sarah Wood

Address: 447 Lake View Ln
Livingston, VA 22949

Date: 1/13/05

\\COM\472309.1