



Docket No.: 20334.001

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CC

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

03-14-2005



102958169

To the Director of the United States Patent and

ments or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**  
The Research Foundation of the State of New York

Execution Date(s): 01/28/2005

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 Termination of Assignment Agreement

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

Name: The Calquhoun Center for Rehabilitation

Internal Address: Research and Technology

Street Address: 7 Connecticut Avenue

City: Massapequa

State: NY

Country: US Zip: 11758

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)

B. Patent No.(s)

6,557,937

6,676,215

Additional numbers attached? ☐ Yes ☒ No

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

Name: TECHNOPROP COLTON LLC

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

Street Address: PO Box 567685

City: Atlanta

State: GA Zip: 311567685

Phone Number: 770.522.9762

Fax Number: 770.522.9763

Email Address: technoprop@technoprop.com

**6. Total number of applications and patents involved:**

2

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00**

- ☒ 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 1007

Expiration Date 12/07

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

1 March 2005

Date

Laurence P. Colton

Name of Person Signing

Total number of pages including cover

2

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, VA 22313-1450

03/10/2005 MBIZUNES 00000005 6557937

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03/10/2005 MBIZUNES 00000006 6676215

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40.00 OP

**PATENT**  
**REEL: 016334 FRAME: 0774**

THE CALQUHOUN CENTER FOR REHABILITATION RESEARCH AND TECHNOLOGY  
7 CONNECTICUT AVE  
MASSAPEQUA, NY 11758

Jan.28, 2005

Dr. M. Guven Yalcintas. Vice President  
Technology Transfer Office  
The Research Foundation of the State of New York  
35 State Street, Fifth Floor  
Albany, NY.12201

**Re: Termination of Assignment Agreement with the Research Foundation of the State of New York**

Dear Dr. Yalcintas

WHEREAS Article 11.2 of the ASSIGNMENT AGREEMENT BETWEEN THE RESEARCH FOUNDATION OF STATE UNIVERSITY OF NEW YORK AND THE CALQUHOUN CENTER FOR REHABILITATION RESEARCH AND TECHNOLOGY EFFECTIVE Oct.16, 2002 states that:

If ASSIGNEE (SUNY RESEARCH FOUNDATION) fails to license the technology based on PATENT RIGHTS within two (2) years from the effective date of AGREEMENT, ASSIGNOR (THE CALQUHOUN CENTER FOR REHABILITATION RESEARCH AND TECHNOLOGY) shall have the right to terminate AGREEMENT on thirty (30) day written notice, provided, in said circumstances, that ASSIGNEE'S efforts to license or commercialize said technology shall be reviewed by the parties during said notice period and that AGREEMENT may be extended by the parties mutual agreement.

WHEREAS ASSIGNEE (SUNY RESEARCH FOUNDATION) has failed to license or commercialize said technology based on PATENT RIGHTS in the required period of two years from Oct.16, 2002 to Oct.16, 2004:

WHEREAS Article 11.1 states that: Upon termination for any reason, all title to intellectual property rights incorporated into Appendix (Exhibit) A shall revert to ASSIGNOR:

WHEREAS intellectual rights listed in Appendix (Exhibit) A signed on July 2, 2004 by ASSIGNEE and signed by ASSIGNOR on Oct.16, 2002 consist of Patent Application No.09/ 829390, and WHEREAS the intellectual rights listed in revised Appendix (Exhibit)A signed by ASSIGNEE on July 2, 2004, and by ASSIGNOR on July 15, 2004 consist of US Patent 6,557,937B1, filed on April 9,2001 and US Patent 6,676,215 filed on April 21, 2003:

THEREFORE, under Article 11.2 of the ASSIGNMENT AGREEMENT, ASSIGNOR (THE CALQUHOUN CENTER FOR REHABILITATION RESEARCH AND TECHNOLOGY) hereby terminates said agreement THIRTY (30) days from the date of this notice. Please contact us during said notice period, if you so desire, to allow a final review of ASSIGNEE'S efforts to license or commercialize said technology.

Yours truly

*Arthur A. Ezra*  
Arthur A. Ezra Ph.D. *7104 E260-041-25-2490*  
Chairman of the Board of Directors *7/14/05*  
The Calquhoun Center for  
Rehabilitation Research and Technology

*State of Florida*  
*Palm Beach County*  
*Notary Public*

