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Form PTO-1595 (Rev. 03/05) OMB No. 0651-0027 (exp. 6/30/2005)

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04-13-2005

EPARTMENT OF COMMERCE tates Patent and Trademark Office

	02978933		
To the Director of the U.S. Patent and Trademark Office: Ple	ase record the attached documents or the new address(es) below.		
1. Name of conveying party(ies)	2. Name and address of receiving party(ies)		
MedPond, LLC	Name: MedDorna, LLC		
	Internal Address:		
Additional name(s) of conveying party(ies) attached? Yes 🖌 N 3. Nature of conveyance/Execution Date(s):	Street Address: 9600 Great Hills Trail		
Execution Date(s) 3/11/2005	0		
Assignment Merger	Suite 150W		
	City: <u>Austin</u>		
Security Agreement Change of Name	A P		
Joint Research Agreement	State: <u>TX</u>		
Government Interest Assignment Executive Order 9424, Confirmatory License	Country: USA Zip: 78759		
Other	Additional name(s) & address(es) attached? Ves 🗹		
Additional numbers			
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:		
Name:Michael P. Adams	7. Total fee (37 CFR 1.21(h) & 3.41) \$_40.00		
Internal Address:	Authorized to be charged by credit card		
	_ Authorized to be charged to deposit account		
Street Address: Winstead Sechrest & Minick P.C.	Enclosed		
P.O. Box 50784	None required (government interest not affecting		
	8. Payment Information		
City: Dallas	a. Credit Card Last 4 Numbers		
State: <u>TX</u> Zip: <u>75201</u>	Expiration Date		
Phone Number: <u>512.370.2858</u>	b. Deposit Account Number		
Fax Number: <u>512.370.2850</u>	_		
Email Address: madams@winstead.com	Authorized User Name		
9. Signature: Mi Mel Ho Signature	April 5, 2005 Date		
	Total number of pages including cover		
Michael P. Adams Name of Person Signing	sheet, attachments, and documents:		
Documents to be recorded (including cover sh	neet) should be faxed to (703) 306-5995, or mailed to: or of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450		

PATENT REEL: 016445 FRAME: 0107

PATENT ASSIGNMENT

(MEDPOND)

THIS ASSIGNMENT OF PATENT(S) is made as of March _____, 2005, by and between MedDorna, LLC, a Texas limited liability company ("*Buyer*"), and MedPond, LLC, a Florida limited liability company ("*Seller*," collectively with Buyer, the "*Parties*").

$\underline{\mathbf{R}} \, \underline{\mathbf{E}} \, \underline{\mathbf{C}} \, \underline{\mathbf{I}} \, \underline{\mathbf{T}} \, \underline{\mathbf{A}} \, \underline{\mathbf{L}} \, \underline{\mathbf{S}}:$

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement dated as of on or about March $____$, 2005 (the "*Purchase Agreement*"), under the terms of which Seller agrees to transfer, and Buyer agrees to acquire U.S. Patent No. 6,305,943 B1; and

WHEREAS, Seller is the owner of certain patent(s) and/or application(s) protected under U.S. and foreign law, common law, and/or international treaties, where possible, and such patent(s) and/or application(s) have been listed on <u>Schedule 1</u> hereto (the "Patent"); and

WHEREAS, pursuant to the Purchase Agreement, Buyer desires to obtain and Seller desires to assign all of Seller's right, title and interest in, to and under said Patent including, but not limited to, the right to recover for past infringement throughout the world;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Seller pursuant to the Purchase Agreement, Seller makes the following assignment and agrees as follows:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Seller, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, its successors and assigns, all of the right, title and interest throughout the world in, to and under the Patent, all common law rights thereto, together with the right to sue and recover damages for future or past infringements thereof and to fully and entirely stand in the place of Seller in all matters related thereto, all subject to the terms and conditions of the Purchase Agreement. Seller agrees to take such further action, at Buyer's expense, and to execute such additional documents as may be necessary to perfect Buyer's title in and to the Patent and all foreign counterparts thereof.

Seller hereby requests the Commissioner of Patents and Trademarks (the "Commissioner") to record this Patent Assignment to Buyer. Seller hereby further requests the Commissioner to issue any and all rights resulting from applications among the Patent or derived therefrom to Buyer as assignee of the entire interest. Seller hereby covenants that it has full right to convey the entire interest herein assigned, free and clear of any and all liens, security interests, encumbrances, conditions and restrictions, and that it has not executed, and will not execute, any agreements inconsistent herewith.

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IN WITNESS WHEREOF, the parties hereto have caused this Patent Assignment to be executed as of the day and year first written above.

andus MEDPONE By:

Name: John Sanders Title: Managing Member

STATE OF TEXAS

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COUNTY OF TRAVIS

On March 11^{m} , 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared John Sanders, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Managing Member of MedPond, LLC and acknowledged to me that such limited liability company executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

HELEN LIM RODGERS NOTARY PUBLIC STATE OF TEXAS COMMISSION EXPIRES: elen K 00 SEPTEMBER 16, 2007

(SEAL] Notary Public My Commission expires on: 9/16/2007

Acknowledged and accepted:

MEDDORNA, LLC

Name:

Title: Secretary

By: _____ Varsha Grogan

By: ______ [Print Name]

Austin 1\274431\3 41700-1 3/11/2005

IN WITNESS WHEREOF, the parties hereto have caused this Patent Assignment to be executed as of the day and year first written above.

MEDPOND, LLC

STATE OF TEXAS

) SS.

)

)

COUNTY OF TRAVIS

On ______, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared John Sanders, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Managing Member of MedPond, LLC and acknowledged to me that such limited liability company executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

[SEAL] Notary Public My Commission expires on:

Acknowledged and accepted:

MEDDORNA, LLC

Name:

Title: <u>Secretary</u>

By:	Varsh	al			-
Varsha	a Grogan		\sim		
Ву: _	VARSHA	Lokok	an	•	
(Print	Name]				

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PATENT REEL: 016445 FRAME: 0110

Schedule 1

<u>Title of Patent</u> or Patent Application	<u>U.S. Patent Number</u> or Serial Number	<u>Date Issued</u> or Date Filed
Respiratory Sinus Arrhythmia Training System	6,305,943 B1	10/23/2001
Method And Apparatus For Measurement Of Autonomic Nervous System Function	10/842,294	5/10/2004
Method And Apparatus For Detecting Physiologic Signals	10/861,566	6/4/2004
Method And Apparatus For Assessing Autonomic Function	10/861,932	6/4/2004
Method And Apparatus For Facilitating The Provision Of Health Care Services	10/911,112	8/4/2004
Method And Apparatus For Facilitating The Provision Of Health Care Services	10/969,572	6/20/2004
Method And Apparatus For Processing Respiration Data and Assessing Autonomic Function	10/894,985	7/20/2004
Mouthpiece For Use In A Spirometer	10/833,361	4/28/2004
Disposable Tubular Pneumotachometer	4,905,709	3/6/1990

RECORDED: 04/07/2005

PATENT REEL: 016445 FRAME: 0111

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