# 11233317

# CH \$40.00

# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
YOAV GAL	01/03/2006

## **RECEIVING PARTY DATA**

Name:	VIVOMETRICS, INC.
Street Address:	121 N. FIR STREET
Internal Address:	SUITE E
City:	VENTURA
State/Country:	CALIFORNIA
Postal Code:	93001

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11233317

## **CORRESPONDENCE DATA**

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: mhavranek@winston.com

Correspondent Name: WINSTON & STRAWN LLP - ALLAN A. FANUCCI

Address Line 1: 1700 K STREET N.W.

Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 200063817

ATTORNEY DOCKET NUMBER: 85167-4000

NAME OF SUBMITTER: ALLAN A. FANUCCI

Total Attachments: 2

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PATENT REEL: 017179 FRAME: 0756

### ASSIGNMENT

WHEREAS, each of

Yoav Gal, a citizen of Israel residing at 1363 Summit Road, Berkeley, California 94708.

ASSIGNOR, is an inventor of the invention in **IMPROVED SENSORS FOR INDUCTIVE PLETHYSMOGRAPHIC MONITORING APPLICATIONS AND APPAREL USING SAME**, for which an application for a Patent of the United States, identified by Winston & Strawn LLP Docket No. 85167-4000 is executed on even date herewith.

WHEREAS, VivoMetrics, Inc., ASSIGNEE, a Delaware corporate body having a place of business at 121 N. Fir Street, Suite E, Ventura, CA 93001, is desirous of obtaining each inventor's entire right, title and interest in, to and under the said invention and the said application.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to each inventor in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, each ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, his or her entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models. and designs which may hereafter be filed for said invention in any country or countries other than the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under 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 may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

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PATENT REEL: 017179 FRAME: 0757 And each ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

And each ASSIGNOR hereby covenants and agrees that he or she has the full right to convey the entire interest herein assigned, and that he or she has not executed, and will not execute, any agreement in conflict herewith;

And each ASSIGNOR hereby further covenants and agrees that he or she will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to him or her respecting said invention, testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE or, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries;

And each ASSIGNOR hereby authorizes the ASSIGNEE's patent attorney to complete this form by the addition of the application number, application filing date, and attorney docket number, if necessary.

In witness whereof, each inventor has affixed his or her signature.

m 3/0 2006.	
Date	Yoav GAL
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STATE OF $CA$ .	
COUNTY OF Alamede )	Í m a
	406, before me personally appeared
	me to be the person of that name, who signed the
foregoing instrument and acknowledge	d the same to be his/ber free act and deed.
	Sorch Clarke hove
	Notary Public
04-05-07	
My Commission Expires	SARAH C. UMBENHOWER Commission # 1405643
	Notary Public - California 3 Alameda County My Comm. Expires Apr 5, 2007
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RECORDED: 02/16/2006