

11-30-2005

REC'D



11-21-05

To the Director of the U.S. Patent and Trademark Office 103127318 at its or the new address(es) below.

1. Name of conveying party(ies)

Alexander G. PRISTUP

2. Name and address of receiving party(ies)

Name: Innalabs Technologies, Inc.

Internal Address: _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) November 11, 2005

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

Street Address: 21525 Ridgetop Circle

Suite 260

City: Dulles

State: VA

Country: _____ Zip: 20166

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)

Not Yet Assigned

B. Patent No.(s)

11/23/2005 SHASSEN1 00000029 11282727

05 FC:8021

40.00 OP

Additional numbers attached? Yes No

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

Name: BARDMESSER LAW GROUP, P.C.

Internal Address: c/o

Street Address: 910 17th Street, N.W., Suite 800

City: Washington

State: D.C. Zip: 20006

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- 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 4855
Expiration Date 07/2008

b. Deposit Account Number 50-3523

Authorized User Name _____

9. Signature:

Signature

11/21/05 Date

Date

George S. Bardmesser
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 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, V.A. 22313-1450

112959 U.S. PTO
11/282727
112105



ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to the undersigned inventor: **Alexander G. PRISTUP**, hereby sells and assigns to **Innalabs Technologies, Inc.**, a corporation formed under the laws of Delaware, whose mailing address is 21525 Ridgetop Circle,, Suite 260, Dulles, Virginia 20166 (hereafter referred to as the Assignee), his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100) and throughout the world,

(a) in the invention(s) known as **MAGNETOFLUIDIC ACCELEROMETER WITH CAPACITIVE SENSING OF INERTIAL BODY POSITION** for which application(s) for patent in the United States of America was filed on _____ (also known as United States Application No. *Not Yet Assigned*), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement 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;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventor agrees to execute all papers necessary in connection with the application(s) and any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventor agrees to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any non-provisional, continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventor hereby represents that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor hereby grants George S. Bardmesser, Esq., Registration No. 44,020; all of BARDMESSER LAW GROUP, 910 17th Street, N.W., Suite 800, Washington, DC 20006, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventor on the date opposite his/her name.

Date: 04/14/05

Signature of Inventor: _____

Alexander G. PRISTUP

**DO NOT FORWARD
TO ASSIGNMENT BRANCH
NOT FOR RECORDATION**

Atty Docket No. 2310.0090000

ASSIGNMENT

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(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement 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;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

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Alexander G. PRISTUP