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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

12.22.05

112935 U.S. PTO  
11/315060



122205

**1. Name of conveying party(ies)**  
 McGINNIS, William J. Dec. 19, 2005  
 PICKETT, Jill C. Dec. 20, 2005  
 CITOW, Jonathan S. Dec. 20, 2005

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

**2. Name and address of receiving party(ies)**  
 Name: NEUROPHYSIOLOGICAL CONCEPTS LLC  
 Internal Address: \_\_\_\_\_  
 Street Address: 1651 Forest Drive  
 City: Glenview  
 State: Illinois  
 Country: US Zip: 60025

Additional name(s) & address(es) attached?  Yes  No

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

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

**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) \_\_\_\_\_

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**  
 Name: Richard J. Streit  
 Internal Address: \_\_\_\_\_  
 Street Address: c/o Ladas & Parry LLP  
224 South Michigan Avenue  
 City: Chicago  
 State: Illinois Zip: 60604  
 Phone Number: (312) 427-1300  
 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 \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

b. Deposit Account Number 12-0400  
 Authorized User Name Ladas & Parry LLP

**9. Signature:** Patricia Hoyle Signature Date December 22, 2005

Name of Person Signing \_\_\_\_\_

Total number of pages including cover sheet, attachments, and documents: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

12/28/2005 HLE333 00000007 11315060  
05 FC:8021 40.00 DP

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**UNITED STATES OF AMERICA**  
**ASSIGNMENT**

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In consideration of the payment of ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for the other good and valuable consideration,

**ASSIGNOR:**

**William J. McGINNIS**  
5835 Montgomery Road  
Cincinnati, Ohio 45212

**Jill C. PICKETT**  
932 Beacon Dr.  
Hobart, Indiana 46342

**Jonathan S. CITOW**  
565 Jackson  
Glencoe, Illinois 60025

hereby sells, assigns and transfers to

**ASSIGNEE:**

**NeuroPhysiological Concepts LLC**  
1651 Forest Drive  
Glenview, Illinois 60025

and the successors, assigns and legal representatives of the ASSIGNEE the entire right, title and interest for the United States and its territorial possessions, and in all foreign countries, including all rights to claim priority, in and to, any and all improvements which are disclosed in the invention entitled: SHOULDER PRESS, and which is found in the application executed on even date herewith, and any legal equivalent thereof in a foreign country, including the right to claim priority and, in and to all Letters Patent to be obtained for said invention by the above application or any continuation, division, renewal, substitute, reissue or re-examination 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 and sale;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, we have set our hand and seal

12-19-05


Date



William J. McGINNIS

Dec. 20, 2005

Date

  
Jill C. PICKETT

12-20-05

Date

  
Jonathan S. CITOW

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