

FORM PTO-1595

RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE

PATENT AND TRADEMARK OFFICE

PATENTS ONLY

To the Honorable Commissioner for Patents: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

R. Charles Ray, MD
c/o Salut, Ltd.
68-1952 Puu Nui Street
Waikoloa, HI 96738

Salut, Ltd.
68-1952 Puu Nui Street
Waikoloa, HI 96738

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: May 12, 2006

2. Name and address of receiving party(ies)

Name: Holmed Corporation

Internal Address: _____

Street Address: 40 Norfolk Avenue

City: S. Easton State: MA ZIP: 02375

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

4. Application number(s) or patent number(s).

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

5,125,396

Additional numbers attached? Yes No

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

Name: Jerry Cohen, Esq.

Internal Address: Burns & Levinson, LLP

Street Address: One Beacon Street

City: Boston State: MA ZIP: 02108

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

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR § 3.41)..... \$40

Enclosed

Authorized to be charged to deposit account

deficiencies

8. Deposit account number:

03-2410, Order No. 28738-1

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jerry Cohen, Reg. No. 20,522

Name of Person Signing

Signature 

May 25, 2006

Date

Total number of pages including cover sheet, attachments and document 3

700266929

PATENT REEL: 017696 FRAME: 0912

CH \$40.00 032410 5125396

PATENT ASSIGNMENT AGREEMENT

THIS Patent ASSIGNMENT AGREEMENT (this "Agreement") is entered into this ___ day of April 2006 by and between R. Charles Ray, MD, Inventor and Salut, Ltd. a company with a place of business at 68-1952 Puu Nui St. Waikoloa, HI 96738 ("Assignor") and Holmed Corporation ("Assignee") a Massachusetts corporation with a place of business at 40 Norfolk Ave. South Easton, MA 02375

Recitals

- A. R. Charles Ray, MD is the inventor of United States patent No. 5,125,396 "Letters Patent" and has previously assigned all rights to the patent to Salut Ltd. ("Assignor");
- B. Assignee desires Assignor to assign to it all of its worldwide right, title, and interest in and to the Letters Patent to Assignee;
- C. Assignor agrees to assign all of his worldwide right, title, and interest in and to the Letters Patent to Assignee in accordance with, and subject to, the terms and conditions set forth herein.

1. In consideration of FIFTY THOUSAND DOLLARS (\$50,000) paid to, and received by, Assignor by Assignee for the Letters Patent, Assignor hereby assigns, transfers, and conveys to Assignee its entire right, title, and interest in and to said inventions and discoveries, said Letters Patent of the United States of America, any and all applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in its name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;

4. R. Charles Ray, MD agrees that Assignee may use his name, R. Charles Ray, MD, as the inventor. Assignee will not use the name Salut Ltd.;

5. Warrant that it has not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries, and that I have good right to assign the same to Assignee without encumbrance;

6. Bind any heirs, legal representatives and assigns, as well as itself, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to it or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by any heirs, legal representatives, and assigns if this assignment had not been made, and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to me relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in my control or in the control of any heirs, legal representatives or assigns which may be useful for establishing the facts of conceptions, disclosures, and reduction to practice of said inventions and discoveries.

7. In testimony of which this Assignment has been executed as an instrument under seal on the date indicated below.

May 12, 2006
Date

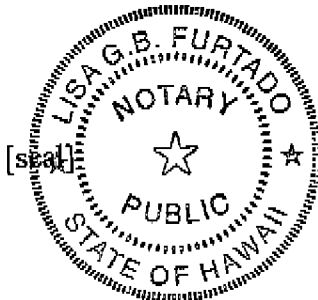
[Signature]
Inventor - R. Charles Ray, MD

May 12, 2006
Date

[Signature]
R. Charles Ray, MD, President
Salut, Ltd. Assignor

State of Hawaii)
)s.s.
County of Hawaii)

On this 12th day of May, 2006, before me appeared R. Charles Ray, MD, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.



[Signature]
Notary Public
MY COMM EXP 5/10/09

May 12 06
Date

[Signature]
Russell P. Holmes, President

Holmed Corp. Assignee