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7-(1.			Name and address of receiving party(ies):		
1		Stephen J. Brown		Name: Health Hero Network ω		
				Internal Address:		
1		Additional names(s) of conveying party(ies) attached? No		Internal Address:		
	3.	Nature of conveyance:		Street Address: 2000 Seaport Blvd., Suite 400		
		■ Assignment				
		□ Security Agreement □ Change of Name		City: Redwood City State: CA ZIP: 94063		
	□ Other: Execution Date: June 5, 2006			Additional name(s) & address(es) attached? No		
-			<u> </u>			
	4. Application number(s) 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 of party to whom correspondence concerning document should be mailed:	6.	Total number of applications and patents involved: 1		
		Name: CHRISTOPHER P. MAIORANA, P.C.	7.	Total fee (37 CFR 3.41) \$40.00		
		Internal Address:				
		Street Address: 24840 HARPER AVENUE, SUITE 100		 Authorized to be charged by credit card (see attached PTO-2038 Form) 		
		City: ST. CLAIR SHORES State: MI ZIP: 48080		□ Enclosed		
26 (1)		Phone: 586-498-0670	<u> </u>	 Authorized to be charged to deposit account if necessary 		
06/14/ 06 FC:		AKELECH1 00000057 11451529 (40.00 0P)	8.	Deposit Account Number: 50-0541		
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		Statement and signature.				
To the best of my knowledge and belief, the foregoing wrormation is true and correct and any attached copy is a the original document.				is true and correct and any attached copy is a true copy of		
		Christopher P. Maiorana		<u>June 12, 2006</u>		
		Reg. No.: 42,829 Signature	*	Date		

Total number of pages including cover sheet, attachments, and document: 3 Mail documents to be recorded with required cover sheet information to: **Mail Stop Assignment Recordation Services** Director of the U.S. Patent and Trademark Office P.O. Box 1450

Alexandria, VA 22313-1450

Attorney Docket No. 06-0437/7553.00007

ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made by Stephen J. Brown (hereinafter referred to as Assignor), residing at

3324 Woodside Road, Woodside, California 94062;

WHEREAS, Assignor has invented certain new and useful improvements in

SYSTEM AND METHOD FOR MONITORING A PHYSIOLOGICAL CONDITION, set forth in a

Patent application for Letters Patent of the United States, filed herewith; and

WHEREAS, Health Hero Network, Inc., a Corporation organized under and pursuant to the laws of

California having its principal place of business at 2000 Seaport Boulevard, Suite 400, Redwood City,

California 94063 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and

interest in and to said inventions and said Application for Letters Patent of the United States, and in

and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient

consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred

and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its

successors, legal representatives and assigns, the entire right, title and interest in and to the above-

mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect

divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in

the United States and all foreign countries which may be granted therefore and thereon, and reissues,

reexaminations and extensions, of said Letters Patent, and all rights under the International

Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for

its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to

the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and

entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not

been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors,

legal representatives and assigns, that, at the time of execution and delivery of these presents, except

for any rights, titles and/or interests that have arisen to Assignee under law or that have already been

transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in

and to the said inventions and application for Letters Patent above-mentioned, and that the same are

unencumbered and that Assignor has good and fill right and lawful authority to sell and convey the

same in the manner herein set forth.

PATENT

REEL: 017970 FRAME: 0647

Attorney Docket No. 06-0437/7553.00007

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which 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:

All practitioners at Customer Number 60683

RECORDED: 06/12/2006

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the

invention was made

Stephen Brown

Date

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