

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

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

1. Name of conveying party(ies)

Anthony P. Ewing
Yoshio Okada
Douglas N. Paulson
Tatiana N. Starr

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

2. Name and address of receiving party(ies)

Name: Tristan Technologies, Inc.

Internal Address: _____

Street Address: 6185 Cornerstone Court East, Suite 106

City: San Diego

State: California

Country: U.S.A. Zip: 92121

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

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

Execution Date(s) 02/17/05, 08/15/06, 01/26/05, & 05/16/05

- ☒ 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)
10/608,725

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Bernard L. Kleinke, Esq.

Internal Address: DUCKOR SPRADLING METZGER & WYNNE, a Law Corporation

Street Address: 401 West A Street, Suite 2400

City: San Diego

State: California Zip: 92101-7915

Phone Number: (619) 231-3666 ext. 178

Fax Number: (619) 231-6629

Email Address: kleinke@dsmlaw.com

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 2000
Expiration Date 07/09

b. Deposit Account Number 602635

Authorized User Name Bernard Kleinke

9. Signature:

Bernard L. Kleinke
Signature

Oct. 3, 2006
Date

BERNARD L. KLEINKE, Esq.
Name of Person Signing

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

10

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

OP \$40.00 10608725

Atty. Dkt No. 9129-109

ASSIGNMENT AND AGREEMENT

WHEREAS, Anthony P. Ewing of 4325 Hawk St., San Diego, CA 92103, **Yoshio Okada** of 918 Parkland Circle, SE, Albuquerque, NM 87108, **Douglas N. Paulson** of 14034 Boquita Drive, Del Mar, CA 92014 and **Tatiana N. Starr** of 4271 Corte Favor, San Diego, CA 92130; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled HIGH-RESOLUTION MAGNETOENCEPHALOGRAPHY SYSTEM AND METHOD (Atty. Dkt. No. 9129-109) for which an application for United States Letters Patent was filed on June 26, 2003 as Application No. 10/608,725 and;

WHEREAS, Tristan Technologies, Inc. a California Corporation duly organized and existing under the laws of the State of California, and having its principal place of business at 6185 Cornerstone Court East, Suite 106, San Diego, CA 92121 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and

assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of DUCKOR SPRADLING METZGER & WYNNE the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

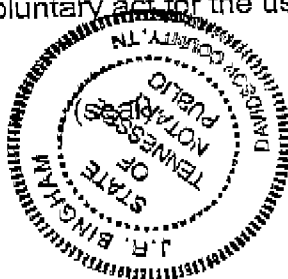
ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of DUCKOR SPRADLING METZGER & WYNNE do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

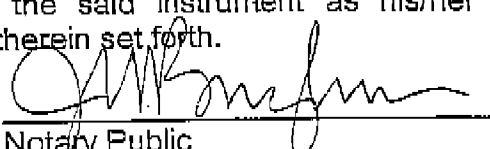
Executed this 17 day of Feb 2005.


ANTHONY P. EWING

Tennessee
State of ~~California~~
County of Davidson

On this 17 day of Feb, 2005, before me, a notary public in and for said county, appeared ANTHONY P. EWING, who is personally known to me OR proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.




Notary Public

My Commission Expires NOV 2008

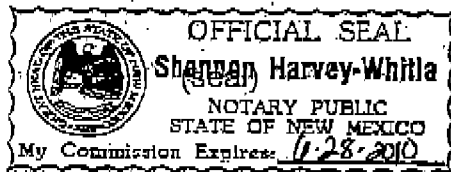
Executed this 15 day of August 2005.

YOSHIO OKADA

State of New Mexico

County of Bernalillo

On this 15th day of August, 2005, before me, a notary public in and for said county, appeared YOSHIO OKADA, who is personally known to me OR proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Shannon H. Whittle
Notary Public

My Commission Expires June 28, 2010

Executed this 26 day of Jan 2005.

DOUGLAS N. PAULSON

State of California

County of _____

On this _____ day of _____, 2005, before me, a notary public in and for said county, appeared DOUGLAS N. PAULSON, who is personally known to me OR proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(seal)

Notary Public

My Commission Expires _____

SEE ATTACHMENT FOR
OFFICIAL NOTARIZATION

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

} ss.

On Jan 26, 2005 before me, Athena Hawkins, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally

appeared

Douglas N. Paulson

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignments and AgreementDocument Date: Jan 26, 2005 Number of Pages: 4Signer(s) Other Than Named Above: A. P. Ewing, Y. Okada, T. N. Starr

Capacity(ies) Claimed by Signer(s)

Signer's Name: Douglas N. Paulson Signer's Name: _____☒ Individual☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

☐ Individual☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Executed this 16 day of May 2005.

Tatiana Starr
TATIANA N. STARR

State of California

County of San Diego

On this 16th day of May, 2005, before me, a notary public in and for said county, appeared TATIANA STARR, who is personally known to me OR proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(seal)

Sarah J. O'Brien
Notary Public

My Commission Expires 4-10-2006

