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SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PARTY DATA				
N			ame	Execution Date
ANDREW BEHAR 10/04/2006				10/04/2006
RECEIVING PARTY DATA				
Name:	VIVOMETRICS, INC.			
Street Address:	121 N. FIR STREET			
Internal Address:	SUITE E			
City:	VENTURA			
State/Country:				
Postal Code:	93001			
PROPERTY NUMBERS Total: 1 Property Type			Number	
Application Number: 11492		11492	484	
Property Type Number Application Number: 11492484 CORRESPONDENCE DATA				
Fax Number:(212)294-4700Correspondence will be sent via US Mail when the fax attempt is unsuccessful.Phone:2122946837Email:mhavranek@winston.comCorrespondent Name:WINSTON & STRAWN LLP - ALLAN A. FANUCCIAddress Line 1:1700 K STREET N.W.Address Line 4:WASHINGTON, DISTRICT OF COLUMBIA 200063817				
ATTORNEY DOCKET NUMBER:			85167-4100-USP	
NAME OF SUBMITTER:			ALLAN A. FANUCCI	
Total Attachments: 2 source=Assignment 85167-4100-USP#page1.tif source=Assignment 85167-4100-USP#page2.tif				

ASSIGNMENT

WHEREAS, each of

Andrew BEHAR, a citizen of USA, residing at 1105 North Signal Street, Ojai, California, 93023

ASSIGNORS, are the inventors of the invention **COMPUTER INTERFACES INCLUDING PHYSIOLOGICALLY GUIDED AVATARS**, for which an application for a Patent of the United States, identified by Winston & Strawn LLP Docket No. 85167-4100.

is executed on even date herewith.
 was filed on <u>July 24, 2006</u> as Application No. <u>11/492,484</u>.

WHEREAS, VivoMetrics, Inc., a Delaware corporate body having a place of business at 121 N. Fir Street, Suite E, Ventura, CA 93001, ASSIGNEE, is desirous of obtaining each inventor's entire right, title and interest in, to and under the said invention, the said application and corresponding applications worldwide.

NOW, THEREFORE, in exchange for good and valuable consideration to each inventor, the receipt and sufficiency of which is hereby acknowledged, each ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, his or her entire right, title and interest in, to and under the invention, and any United States provisional or non-provisional application embodying the invention or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or to any application claiming the benefit of a nonprovisional application under 35 U.S.C. § 120, including all divisions, continuations, and continuations-in-part thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof;

And each ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

And each ASSIGNOR hereby covenants and agrees that he or she has the full right to convey the entire interest herein assigned, and that he or she has not execute **partexil** not

execute, any agreement in conflict herewith;

And each ASSIGNOR hereby further covenants and agrees that he or she will communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to him or her respecting said invention, testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the ASSIGNEE or, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries;

And each ASSIGNOR hereby authorizes the ASSIGNEE's patent attorney to complete this form by the addition of the application number, application filing date, and attorney docket number, if necessary.

In witness whereof, each inventor has affixed his or her signature.

Andrew BEHAR

STATE OF CALIFORNIA COUNTY OF VENTURA

On this $4\frac{7}{2}$ day of 0cTobER, 2006, before me personally appeared Andrew BEHAR to me known and known to me to be the person of that name, who signed the foregoing instrument and acknowledged the same to be his/her free act and deed.

Notary Public Aupla

 $\frac{D7 - D2 - D7}{\text{My Commission Expires}}$



RECORDED: 11/29/2006