

Form PTO-1595 (Rev. 07/05)  
OMB No. 0851-0027 (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)**

James L. Moody  
Kenn A. Nesbitt  
Kenneth D. Clegg

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

**2. Name and address of receiving party(ies)**

Name: Lifestream Technologies, Inc.

Internal Address: Building 1000, Suite D

Street Address: 570 S. Clearwater Loop

City: Post Falls

State: Idaho

Country: USA Zip: 83854

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

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

Execution Date(s) November 2, 1999

- 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)  
10/649,293

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Mehrman Law Office, P.C.

Internal Address: Suite 795

Street Address: 5605 Glenridge Drive

City: Atlanta

State: GA Zip: 30342

Phone Number: 404-497-7400

Fax Number: 404-497-7405

Email Address: Mike@mehrmanlaw.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)

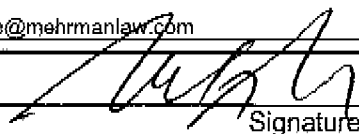
**8. Payment Information**

a. Credit Card Last 4 Numbers 2003  
Expiration Date 08/09

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
Signature

11/28/2006  
Date

Michael J. Mehrman  
Name of Person Signing

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

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

CP \$40.00 10649293


**ASSIGNMENT**

WHEREAS, we, **Christopher T. Maus**, having an address of 3277 Jewel Lake, Sagle, Idaho 83860, **Craig A. Coad**, having an address of 20600 Canary Road, Cataldo, Idaho 83810, **Jackson B. Connolly**, having an address of 4677 East Alpine Drive, Post Falls, Idaho 83854, **Noah M. Coad**, having an address of 20600 Canary Road, Cataldo, Idaho 83810, **James L. Moody**, having an address of 32501 SW Juliette Drive, Wilsonville, Oregon 97070, **Kenn A. Nesbitt**, having an address of 2719 West Summit Boulevard, Spokane, Washington 99201, and **Kenneth D. Clegg**, having an address of 14534 North Fairview Drive, Mead, Washington 99021 (hereinafter referred to as ASSIGNORS), are the joint inventors of an invention entitled "**Health Monitoring and Diagnostic Device and Network-Based Health Assessment and Medical Record Maintenance System**," as described and claimed in the specification forming part of an application for United States letters patent executed herewith;

WHEREAS, **Lifestream Technologies, Inc.**, (hereinafter referred to as ASSIGNEE), a corporation of the State of Idaho having a place of business at 510 Clearwater Loop, Suite 101, Post Falls, Idaho 83854, is desirous of acquiring the entire right, title and interest in and to the invention and in and to any letters patent that may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign and transfer unto said ASSIGNEE, the entire right, title and interest in and to said invention, said application and any and all letters patent which may be granted for said invention in the United States of America and its territorial possessions, and in any and all foreign countries, and in any and all divisions, reissues and continuations thereof, including the right to file foreign applications directly in the name of ASSIGNEE, and to claim priority rights deriving from said United States application to which said foreign applications are entitled by virtue of international convention, treaty or otherwise, said invention, application and all letters patent on said invention to be held and enjoyed by ASSIGNEE and its successors and assigns as fully and

entirely as the same would have been held and enjoyed by ASSIGNORS had this assignment, transfer and sale not been made. ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue all letters patent on said invention to ASSIGNEE. ASSIGNORS agree to execute all instruments and documents required for the making and prosecution of applications for United States and foreign letters patent on said invention, for litigation regarding said letters patent, or for the purpose of protecting title to said invention or letters patent therefor.


  
\_\_\_\_\_  
Christopher T. Maus

STATE OF IDAHO

Before me, a Notary Public in and for the State of Idaho, on this 2ND day of NOVEMBER, 1999, personally appeared Christopher T. Maus, who being duly sworn, signed and acknowledged the foregoing Assignment *as his free act and deed.*

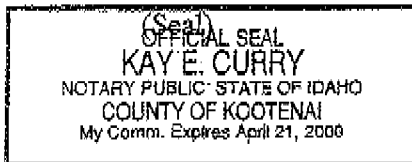


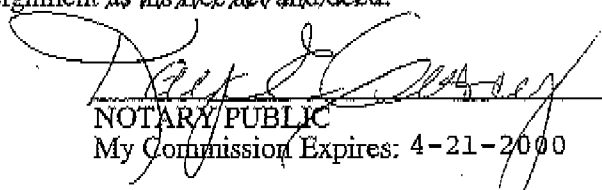
  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 4-21-2000

  
\_\_\_\_\_  
Craig A. Coad

STATE OF IDAHO

Before me, a Notary Public in and for the State of Idaho, on this 2ND day of NOVEMBER, 1999, personally appeared Craig A. Coad, who being duly sworn, signed and acknowledged the foregoing Assignment *as his free act and deed.*

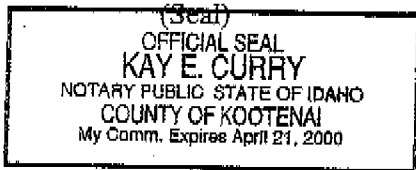


  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 4-21-2000

*Jackson B. Connolly*  
\_\_\_\_\_  
**Jackson B. Connolly**

STATE OF IDAHO

Before me, a Notary Public in and for the State of Idaho, on this 2<sup>ND</sup> day of NOVEMBER, 1999, personally appeared **Jackson B. Connolly**, who being duly sworn, signed and acknowledged the foregoing Assignment ~~as his free act and deed.~~



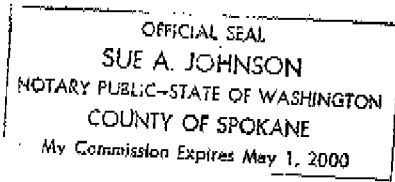
*Kay E. Curry*  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 4-21-2000

Kenneth D. Clegg  
Kenneth D. Clegg

STATE OF WASHINGTON

Before me, a Notary Public in and for the State of Washington, on this 2 day of NOVEMBER, 1999, personally appeared **Kenneth D. Clegg**, who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.

(Seal)



Sue A. Johnson  
NOTARY PUBLIC  
My Commission Expires: 2000

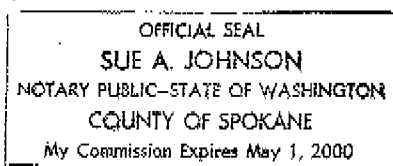
Kenn A. Nesbitt

Kenn A. Nesbitt

STATE OF WASHINGTON

Before me, a Notary Public in and for the State of Washington, on this 2 day of November, 1999, personally appeared **Kenn A. Nesbitt**, who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.

(Seal)



Sue A. Johnson  
NOTARY PUBLIC  
My Commission Expires:

*James L. Moody*  
James L. Moody

STATE OF OREGON

Before me, a Notary Public in and for the State of Oregon, on this 3 day of November, 1999, personally appeared James L. Moody, who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.

(Seal)

*C. E. DeLeon*  
NOTARY PUBLIC  
My Commission Expires: June 19, 2003



Noah Coad  
Noah M. Coad

STATE OF TEXAS

Before me, a Notary Public in and for the State of Texas, on this 5<sup>th</sup> day of November, 1999, personally appeared Noah M. Coad, who being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.



[Signature]  
NOTARY PUBLIC  
My Commission Expires: 4-11-2000