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

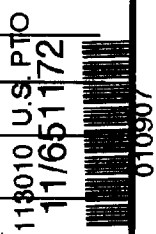
1.9.07

1. Name of conveying party(ies)
David HUBANKS
Eric Joseph HOFFMAN
Frank George COOPER
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: ZMD America Inc.
Internal Address: _____

3. Nature of conveyance/Execution Date(s):
Execution Date(s) January 5, 2007, January 5, 2007 and January 4, 2007, respectively
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

Street Address: 201 Old Country Road
City: Melville
State: NY
Country: USA Zip: 11747
Additional name(s) & address(es) attached? Yes No



010907

4. Application or patent number(s): This document is being filed together with a new application.
A. Patent Application No.(s)
01/10/2007 H8UTEMA1 00000081 11651172
04 FC 3021 (40.00 DP)
Additional numbers attached? Yes No

B. Patent No.(s)

5. Name and address to whom correspondence concerning document should be mailed:
Name: Peter L. MICHAELSON
Internal Address: Michaelson & Associates
Street Address: P.O. Box 8489
City: Red Bank
State: NJ Zip: 07701-8489
Phone Number: (732) 542-7800
Fax Number: (732) 542-7858
Email Address: _____

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 (included in total filing fees)
 None required (government interest not affecting title)

8. Payment Information
a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number 13-3083
Authorized User Name Peter L. MICHAELSON

9. Signature: Peter L. Michaelson Signature _____ Date January 8, 2007

Peter L. MICHAELSON Name of Person Signing
Total number of pages including cover sheet, attachments, and documents: 6

ASSIGNMENT
(multiple inventors)

WHEREAS, We, David HUBANKS, ASSIGNOR, citizen of the USA, residing at 2134 West Lawn Ave., Madison, Wisconsin, 53711; and

Eric Joseph HOFFMAN, ASSIGNOR, citizen of the USA, residing at 5102 St. Cyr Rd., Middleton, Wisconsin, 53562; and

Frank George COOPER, ASSIGNOR, citizen of the USA, residing at 467 Vanderbilt Pkwy., Dix Hills, New York, 11746;

are the inventors of the invention in:

SENSOR INTERFACE AND SENSOR CALIBRATION TECHNIQUE

for which a United States provisional application under 35 U.S.C. § 111(b)

was filed on _____ and assigned Serial No. _____, or

is filed herewith;

and WHEREAS, ZMD America Inc., a corporation of California, having a place of business at 201 Old Country Road, Melville, New York, 11747, ASSIGNEE

is desirous of obtaining the entire right, title and interest in, to and under the invention and the application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to each of us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the invention, and the United States provisional application and all related utility United States applications, all divisions, renewals and continuations (including all continuation-in-part applications) thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without

limitation, all applications for patents, utility models and designs which may hereafter be filed for the invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from the United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventor's certificates and designs which may be granted for the invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request 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 WE HEREBY covenant and agree that we have full right to convey the entire interest assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to me regarding the invention, and 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, its successors, legal representatives and assigns, to obtain and enforce proper protection for the invention in all countries.

The undersigned hereby grant(s) the law firm of **Michaelson & Associates** 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 U.S. Patent and Trademark Office for recordation of this document.

IN TESTIMONY WHEREOF, We hereunto set my hand and seal this 5th day of JANUARY, 2007.

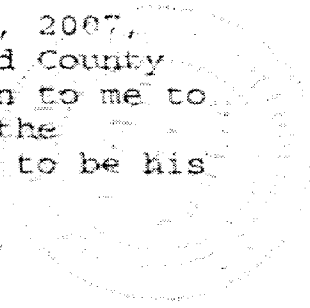
D. H.
David HUBANKS, ASSIGNOR

State of Wisconsin

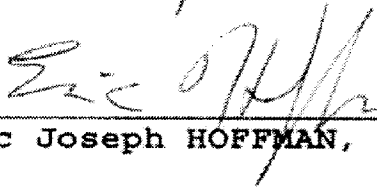
County of Dane

On this 5th day of January, 2007, before me, a Notary Public in and for the State and County aforesaid, personally appeared David HUBANKS, known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his act and deed.

[Signature]
Notary Public



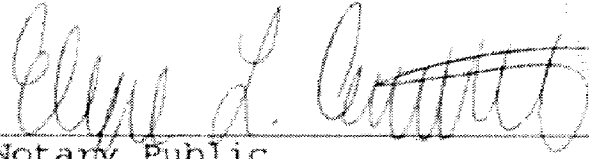
IN TESTIMONY WHEREOF, I hereunto set my hand and seal this
5th day of January, 2007.



Eric Joseph HOFFMAN, ASSIGNOR

State of Wisconsin

County of W Dane

On this 5th day of January, 2007,
before me, a Notary Public in and for the State and County
aforesaid, personally appeared Eric Joseph HOFFMAN, known to
me to be the person of that name, who signed and sealed the
foregoing instrument, and he acknowledged the same to be his
act and deed.


Notary Public



IN TESTIMONY WHEREOF, I hereunto set my hand and seal this
4th day of January, 2007.

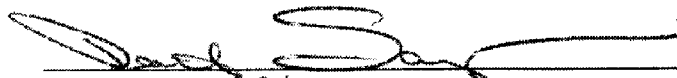


Frank George COOPER, ASSIGNOR

State of New York

County of SUFFOLK

On this 4th day of January, 2007,
before me, a Notary Public in and for the State and County
aforesaid, personally appeared Frank George COOPER, known to
me to be the person of that name, who signed and sealed the
foregoing instrument, and he acknowledged the same to be his
act and deed.



Notary Public

Robert Savitsky
Notary Public, State of New York
No. 02SA4947359
Qualified in Nassau County
Commission Expires February 21, 2007

(ZMD7APPASSIGN010307/ca:Sitka)