

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Peter R. Cavanagh	09/27/2004
RECEIVING PARTY DATA	
Name:	DIAPEDIA, L.L.C.
Street Address:	200 Innovation Blvd.
Internal Address:	Suite 240
City:	State College
State/Country:	PENNSYLVANIA
Postal Code:	16803
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11693869
Patent Number:	7206718
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NAME OF SUBMITTER:	Jeanne E. Longmuir
Total Attachments: 2 source=PCavanaghCADAssgt#page1.tif source=PCavanaghCADAssgt#page2.tif	

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PATENT

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REEL: 019341 FRAME: 0068

**ASSIGNMENT**

WHEREAS,

Peter R. Cavanagh

residing at

10300 Lakeshore Blvd., Bratenahl, Ohio 44108 and

(hereinafter referred to as the "ASSIGNOR") has invented certain new and useful improvements in the following Letters Patents and Pending Patent Applications:

TITLE	SERIAL NO.	FILING DATE	PATENT NO.	ISSUE DATE
WOUND HEALING SYSTEM AND METHOD OF USE	09/817,412	03/26/2001	6,610,897	08/26/2003
WOUND HEALING SYSTEM AND METHOD OF USE	10/456,442	06/06/2003	6,720,470	04/13/2004
FOOT MEASUREMENT SYSTEM	60/464,521	04/22/2003		
METHOD FOR DESIGN AND MANUFACTURE OF INSOLES	Not Yet Assigned	9/21/2004		

And WHEREAS **DIApedia, L.L.C.**, having a business address at 200 Innovation Blvd., Suite 240, State College, Pennsylvania 16803 (hereinafter referred to as the "ASSIGNEE")

desires to acquire the entire right, title and interest in and to the Letters Patents, Applications and the invention(s) and improvement(s) therein disclosed, for the United States of America, together with any provisional patent applications which may have been filed, and any Letters Patent which may issue therefor in the United States and in any other countries, and all divisions, continuations, reissues, renewals and/or extensions thereof.

NOW THEREFORE in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the ASSIGNOR does hereby assign, sell, transfer and set over unto the ASSIGNEE the entire right, title and interest in and to said application and the invention(s) and improvement(s) therein disclosed, for the United States of America and any other countries, and any Letters Patent which may issue therefor in the United States and any other countries and all divisions, continuations, reissues, renewals and/or extensions thereof, said ASSIGNEE to have and to hold the interests herein assigned to the full ends of the terms of said Letters Patent and any and all divisions, continuations, reissues, renewals and/or extensions thereof, respectively, as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR had this assignment not been made.

And for the consideration aforesaid, ASSIGNOR agrees that ASSIGNOR will communicate to said ASSIGNEE or the representatives thereof any facts known to

ASSIGNOR respecting the invention(s) and improvement(s) of the said United States application, and will, upon request, but without expense to ASSIGNOR, testify in any legal proceedings, sign all lawful papers, execute all divisional, reissue, continuation, renewal and/or extension applications, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by said ASSIGNEE or by counsel for said ASSIGNEE, to assist or enable said ASSIGNEE to obtain and enforce full benefits from the rights and interests herein assigned.

ASSIGNOR further warrants and represents that the inventions and improvements set forth above and hereby assigned were invented prior to September 1, 2002, and that nothing in this Assignment conflicts or interferes with ASSIGNOR's employment agreement with or other obligations to The Cleveland Clinic Foundation.

This assignment shall be binding upon the ASSIGNOR's heirs, executors, administrators, successors and/or assigns, and shall inure to the benefit of the heirs, executors, administrators, successors, and/or assigns, as the case may be, of the ASSIGNEE.

The Commissioner of Patents, or such other designated representative of any foreign country, is requested to issue such Letters Patent in accordance with this assignment.

Signature: Peter R. Cavanagh

Date: 09.27.04, 2004

Name : Peter R. Cavanagh

County of Centre )

Commonwealth of Pennsylvania)

Subscribed to and Sworn before me this 27<sup>th</sup> day of Sept, 2004.

Sherry A. Davidson  
Notary Public

