

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Jeffrey Radziunas	11/26/2007
Charles D. Lennox	12/17/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MedCool, Inc.
<b>Street Address:</b>	30 Washington Street
<b>City:</b>	Wellesley
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02481
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11870441
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)310-9000
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	617.439.2000
<b>Email:</b>	docket@nutter.com
<b>Correspondent Name:</b>	NUTTER MCCLENNEN & FISH LLP
<b>Address Line 1:</b>	WORLD TRADE CENTER WEST
<b>Address Line 2:</b>	155 SEAPORT BOULEVARD
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02210-2604
<b>ATTORNEY DOCKET NUMBER:</b>	104891-49
<b>NAME OF SUBMITTER:</b>	Charlton Shen

OP \$40.00 11870441

Total Attachments: 8  
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source=49Assignment#page8.tif

## ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT**, made by Jeffrey Radziunas, 1125 Durham Road, Wallingford, Connecticut 06492; and Charles D. Lennox, 17 Williams Drive, Hudson, New Hampshire 03051 (hereinafter referred to as Assignors);

**WHEREAS**, Assignors have invented certain new and useful improvements in ADJUSTABLE THERMAL CAP, set forth in an application for Letters Patent of the United States, filed on October 11, 2007, as U.S. Application No. 11/870,441; and

**WHEREAS**, MedCool, Inc., a Corporation organized under and pursuant to the laws of Delaware having its principal place of business at 30 Washington Street, Wellesley, Massachusetts 02481 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to

Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

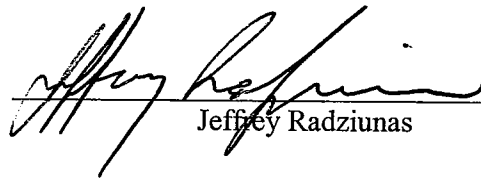
**AND** for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignors hereby grant the following individuals 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 United States Patent and Trademark Office for recordation of this document:

NUTTER MCCLENNEN & FISH LLP  
All practitioners at Customer Number 021125

**AND** Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

  
Jeffrey Radziunas


Date: 11/26/2007

NOTARIAL SEAL

State/Commonwealth of: CT

County of: Fairfield

On this 26 day of November, 2007 before me, the undersigned notary public, personally appeared Jeffrey Radziunas (name of document signer), proved to me through satisfactory evidence of identification, which were CT License, to be the person whose name is signed on the preceding or attached document, and Acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

 (official signature and seal of notary)

My Commission Expires: 4-30-2012

\_\_\_\_\_  
Charles D. Lennox

Date: \_\_\_\_\_

NOTARIAL SEAL

State/Commonwealth of: \_\_\_\_\_

County of: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned notary public, personally appeared Charles D. Lennox (name of document signer), proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and Acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

\_\_\_\_\_  
(official signature and seal of notary)

My Commission Expires: \_\_\_\_\_

1680789.1

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Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

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NUTTER MCCLENNEN & FISH LLP  
All practitioners at Customer Number 021125

**AND** Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.



\_\_\_\_\_  
Jeffrey Radziunas

Date: \_\_\_\_\_

NOTARIAL SEAL

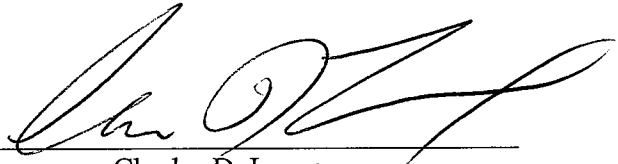
State/Commonwealth of: \_\_\_\_\_

County of: \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned notary public, personally appeared Jeffrey Radziunas (name of document signer), proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and Acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

\_\_\_\_\_ (official signature and seal of notary)

My Commission Expires: \_\_\_\_\_

  
Charles D. Lennox


Date: 12/17/07

NOTARIAL SEAL

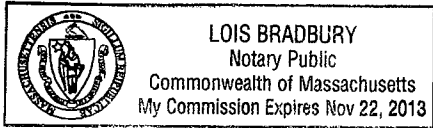
State/Commonwealth of: Massachusetts

County of: Norfolk

On this 17 day of December, \_\_\_\_\_ before me, the undersigned notary public, personally appeared Charles D. Lennox (name of document signer), proved to me through satisfactory evidence of identification, which were NH DRIVERS LIC, to be the person whose name is signed on the preceding or attached document, and Acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

  
(official signature and seal of notary)

My Commission Expires: \_\_\_\_\_



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