

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

| Name | Execution Date |
|--------------------|----------------|
| James A. Malmstrom | 01/03/2007 |
| Kent F. Beck | 01/03/2007 |
| Scott D. Miles | 01/24/2007 |

RECEIVING PARTY DATA

| | |
|-----------------|----------------------|
| Name: | ZEVEX, Inc. |
| Street Address: | 4314 Zevex Park Lane |
| City: | Salt Lake City |
| State/Country: | UTAH |
| Postal Code: | 84123 |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 11549585 |

CORRESPONDENCE DATA

Fax Number: (801)533-0323
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8015330320
Email: mail@batemanip.com
Correspondent Name: Randall B. Bateman
Address Line 1: P.O. Box 1319
Address Line 4: Salt Lake City, UTAH 84110

ATTORNEY DOCKET NUMBER:

3540.AMUL.NP

NAME OF SUBMITTER:

Randall B. Bateman

Total Attachments: 4

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PATENT

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|--------------------------------|---------------------------|
| <i>Attorney Docket No.</i> | 0908.ZEVX.PT |
| <i>Inventor(s)</i> | James A. Malmstrom et al. |
| <i>Assignee</i> | ZEVEX, Inc. |
| <i>Serial & Pat. No.</i> | 09/836,852 & 6,523,414 |
| <i>Filing & Issue Date</i> | 04/16/01 & 02/25/03 |

WHEN RECORDED RETURN TO:

BATEMAN IP LAW GROUP
8 East Broadway, Suite 550
P. O. Box 1319
Salt Lake City, Utah 84110

WHEREAS James A. Malmstrom, Kent F. Beck, and Scott D. Miles, residents of Utah, have invented a certain new and useful improvement in an OPTICAL PRESSURE MONITORING SYSTEM, the application for United States Letters Patent which is identified above; and

WHEREAS, ZEVEX, Inc., a corporation of the State of Delaware, having a business address of 4314 Zevex Park Lane, Salt Lake City, UT 84123, is desirous of acquiring the entire right, title, and interest in the same;

NOW, THEREFORE, in consideration of one dollar (\$1.00), the receipt and sufficiency whereof is hereby acknowledged, and other good and valuable consideration, We, the said James A. Malmstrom, Kent F. Beck, and Scott D. Miles, by these presents, do sell, assign, and transfer unto said ZEVEX, Inc., the full and exclusive right to the said invention and in and to said application and any and all divisions and continuations, substitutes and reissues of said application and the entire right, title, and interest in, to and under any and all Letters Patent of the United States and foreign countries that may issue or be granted on said invention.

The Assignors hereby authorize the Assignee to apply for and receive any and all United States and foreign patents relating to such improvements in its own name.

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|--------------------------------|---------------------------|
| <i>Attorney Docket No.</i> | 0908.ZEVX.PT |
| <i>Inventor(s)</i> | James A. Malmstrom et al. |
| <i>Assignee</i> | ZEVEX, Inc. |
| <i>Serial & Pat. No.</i> | 09/836,852 & 6,523,414 |
| <i>Filing & Issue Date</i> | 04/16/01 & 02/25/03 |

The Assignors hereby authorize and request the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the Assignee.

The Assignors warrant and covenant that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned.

When requested by and at the expense of the Assignee, the Assignors covenant to carry out in good faith the intent and purpose of this agreement, to execute all divisional, continuing, substitute, renewal and reissue, and all other patent applications relating to any and all improvements relating to the invention; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the Assignee all facts and provide to the Assignee all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything which the Assignee shall consider desirable for vesting title to such improvements in the Assignee, and to secure, maintain, defend and enforce valid and enforceable patent protection for the invention.

The Assignors hereby agree and acknowledge that the sale, assignment and transfer of rights and property set forth herein is and shall be irrevocable and binding upon the heirs,

ASSIGNMENT

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|---------------------|---------------------------|
| Attorney Docket No. | 0908.ZEVX.PT |
| Inventor(s) | James A. Malmstrom et al. |
| Assignee | ZEVEEX, Inc. |
| Serial & Pat. No. | 09/836,852 & 6,523,414 |
| Filing & Issue Date | 04/16/01 & 02/25/03 |

assigns, representatives and successors of each undersigned Assignor and extend to the successors, assigns and nominees of the Assignee.

The Commissioner of Patents is hereby authorized and requested to issue said Letters Patent to said ZEVEEX, Inc. as the assignee of the entire right, title, and interest in and to the same, for its sole use and behoof; and for the use and behoof of its legal representatives, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by us had this assignment and sale not been made.

Executed this 03 day of January, ²⁰⁰⁷~~2006~~ at Salt Lake City, UT
(city) (state)

STATE OF Utah)

: ss

County of Salt Lake)


James A. Malmstrom

Before me personally appeared James A. Malmstrom and acknowledged the foregoing instrument to be his free act and deed this 3rd day of Jan., 2007.


Notary Public

Residing at/My commission expires:



Notary Public
RANDALL B. BATEMAN
8 E. Broadway Ste. 550
Salt Lake City, UT 84110
My Commission Expires
February 22, 2009
State of Utah

ASSIGNMENT

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Attorney Docket No.

0908.ZEVX.PT

Inventor(s)

James A. Malmstrom et al.

Assignee

ZEVEX, Inc.

Serial & Pat. No.

09/836,852 & 6,523,414

Filing & Issue Date

04/16/01 & 02/25/03

Executed this 3 day of JAN, ²⁰⁰⁷~~2006~~ at SALT LAKE, UTAH
(city) (state)

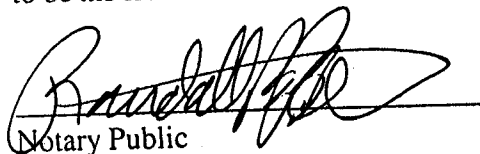
STATE OF Utah

: ss

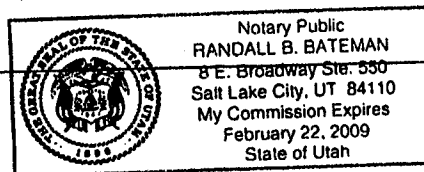
County of Salt Lake


Kent F. Beck

Before me personally appeared Kent F. Beck and acknowledged the foregoing instrument to be his free act and deed this 3rd day of Jan., 200~~6~~⁷.


Notary Public

Residing at/My commission expires:



Executed this 24th day of JAN, ²⁰⁰⁷~~2006~~ at Salt Lake City, UTAH
(city) (state)

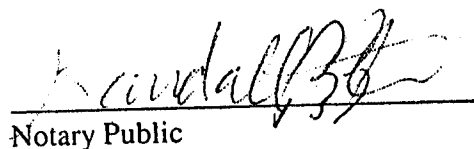
STATE OF Utah

: ss

County of Salt Lake


Scott D. Miles

Before me personally appeared Scott D. Miles and acknowledged the foregoing instrument to be his free act and deed this 24th day of Jan., 200~~6~~⁷.


Notary Public

Residing at/My commission expires:

