

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
P. Alexander Derchak		05/22/2008
Lance Myers		05/20/2008
RECEIVING PARTY DATA		
Name:	VivoMetrics, Inc.	
Street Address:	121 N. Fir Street	
Internal Address:	Suite E	
City:	Ventura	
State/Country:	CALIFORNIA	
Postal Code:	93001	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	11925109	
CORRESPONDENCE DATA		
Fax Number:	(202)282-5100	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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Email:	eanderson@winston.com	
Correspondent Name:	Winston & Strawn LLP	
Address Line 1:	1700 K Street, N.W.	
Address Line 2:	Allan A. Fanucci, Patent Department	
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006-3817	
ATTORNEY DOCKET NUMBER:	85167-5200	
NAME OF SUBMITTER:	Allan A. Fanucci	
<p>Total Attachments: 4</p> <p>source=85167-5200 - Assignment#page1.tif</p>		

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ASSIGNMENT

WHEREAS, each of

P. Alexander DERCHAK, a citizen of the United States, residing at 9 Beekman Terrace, Summit, New Jersey 07901; and

Lance MYERS, a citizen of South Africa, residing at 998 Church Street #34, Ventura, California 93001.

an ASSIGNOR, is an inventor of the invention in **IDENTIFICATION OF EMOTIONAL STATES USING PHYSIOLOGICAL RESPONSES** for which an application for a Patent of the United States, identified by Winston & Strawn LLP Docket No. 85167-5200:

- ☐ is executed on even date herewith.
☒ was filed on October 26, 2007 as Application No. 11/925,109.

WHEREAS, **VivoMetrics, Inc.**, a Delaware corporation having a place of business at 121 N. Fir Street, Suite E, Ventura, California 93001, ASSIGNEE, is desirous of obtaining each inventor's entire right, title and interest in, to and under the said invention, the said application and corresponding applications worldwide.

NOW, THEREFORE, in exchange for good and valuable consideration to each inventor, the receipt and sufficiency of which is hereby acknowledged, each ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, his or her entire right, title and interest in, to and under the invention, and any United States provisional or non-provisional application embodying the invention or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or to any application claiming the benefit of a non-provisional application under 35 U.S.C. § 120, including all divisions, continuations, and continuations-in-part 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 said invention in any country or countries other than the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said 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, inventors' 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, the same to be held and enjoyed by the ASSIGNEE, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR had this sale

and assignment not been made;

And each ASSIGNOR hereby authorizes and requests 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 each ASSIGNOR hereby covenants and agrees that he or she has the full right to convey the entire interest herein assigned, and that he or she has not executed, and will not execute, any agreement in conflict herewith;

And each ASSIGNOR hereby further covenants and agrees that he or she will communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to him or her respecting said invention, 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 or, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries;

And each ASSIGNOR hereby authorizes the ASSIGNEE's patent attorney to complete this form by the addition of the application number, application filing date, and attorney docket number, if necessary.

In witness whereof, each inventor has affixed his or her signature.

5/22/2008
Date

P. Alexander Derchak
P. Alexander DERCHAK

STATE OF)
COUNTY OF)

On this _____ day of _____, 2008, before me, a Notary Public, personally appeared **P. Alexander DERCHAK**, to me known and known to me to be the person of that name, who signed the foregoing instrument and acknowledged the same to be his/her free act and deed.

See attached
Notary Public
My Commission Expires _____

5/20/08
Date

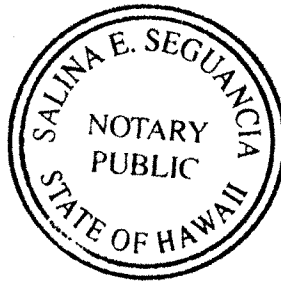
Lance Myers
Lance MYERS

STATE OF HAWAII)
COUNTY OF HONOLULU)

On this 20th day of MAY, 2008, before me, a Notary Public,
personally appeared **Lance MYERS**, to me known and known to me to be the person of that
name, who signed the foregoing instrument and acknowledged the same to be his her free act and
deed.

03-19-10
My Commission Expires

Salina E. Seguancia
Notary Public



STATE OF CALIFORNIA

COUNTY OF VENTURA

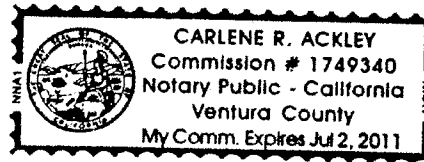
Subscribed and sworn to (or affirmed) before me on this 22nd day of MAY, 2008

by P. ALEXANDER DERCHAK

Proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Carlene R Ackley, Notary
Public

Affix
Stamp Seal Here:



Optional:

Number of Signers ONE

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Date Document 10-26-07 of