

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Albert Einstein Healthcare Network	06/24/2008
RECEIVING PARTY DATA	
Name:	Dr. Geoffrey Hart
Street Address:	10 Speen Street
City:	Framingham
State/Country:	MASSACHUSETTS
Postal Code:	01701
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5697363
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Total Attachments: 1 source=A2810836#page1.tif	

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Appendix A

ASSIGNMENT OF PATENT

This Assignment is made effective June 24, 2008, between Albert Einstein Healthcare Network (hereinafter referred to as "Assignor") and Dr. Geoffrey Hart (hereinafter referred to as "Assignee") in accordance with the terms below and with the terms of the Patent Assignment Document executed of even date herewith.

WITNESSETH:

WHEREAS, Assignor has rights in and owns US Patent No. 5,697,363.

NOW, THEREFORE, for good and valuable consideration, the promise of payment of which is hereby acknowledged by Assignor:

1. Contingent upon receipt by Assignor of full payment upon the terms contained in the Patent Assignment Agreement, Assignor hereby agrees to assign and assigns to Assignee, its successors and assigns, absolutely and forever all its right, title and interest to US Patent No. 5,697,363.
2. Contingent upon receipt of full payment as indicated above. Assignor further assigns to Assignee all its rights to sue for past infringement of said US Patent No. 5,697,363 and to recover any and all damages and awards for such infringement.
3. Assignee covenants and agrees to hold this "Appendix A" "Assignment of Patent" document in trust and to take no action upon or with it until such time as full and final payment is made to Assignor in accordance with the terms of this Agreement. Upon receipt of full and final payment Assignor covenants and agrees to provide Assignee with a document of Release attesting to full payment by Assignee and the resulting full vesting and assignment of the 363 Patent in Assignee.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer.

Albert Einstein Healthcare Network

By: A. Susan Bernini
Name: A. Susan Bernini
Title: COO
Date: 6.24.08