

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	CHANGE OF NAME
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CONVEYING PARTY DATA	
Name	Execution Date
Cardio-Pulmonary Solutions, Inc.	07/02/2003

RECEIVING PARTY DATA	
Name:	Nexan, Inc.
Street Address:	5490 McGinnis Village Place
Internal Address:	Suite 207
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30005

PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	6416471
Patent Number:	D425203
Patent Number:	6494829
Patent Number:	6385473
Patent Number:	6450953
Patent Number:	6454708
Patent Number:	D443063
Patent Number:	D445507

CORRESPONDENCE DATA	
Fax Number:	(215)568-3439
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2155683100
Email:	clausz@woodcock.com
Correspondent Name:	Michael P. Dunnam, Esquire
Address Line 1:	Cira Centre, 12th Floor

CH \$320.00 6416471

Address Line 2: 2929 Arch Street  
Address Line 4: Philadelphia, PENNSYLVANIA 19104

ATTORNEY DOCKET NUMBER:

NEXT-0001

NAME OF SUBMITTER:

Gina Clausz

**Total Attachments: 17**

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**Secretary of State**  
**Corporations Division**  
**315 West Tower**  
**#2 Martin Luther King, Jr. Dr.**  
**Atlanta, Georgia 30334-1530**

DOCKET NUMBER : 031951202  
CONTROL NUMBER: 0312360  
EFFECTIVE DATE: 07/02/2003  
REFERENCE : 0048  
PRINT DATE : 07/14/2003  
FORM NUMBER : 611

**CAMILLE CAINE DUERR**  
**JONE DAY**  
**303 PEACHTREE STREET, SUITE 3500**  
**ATLANTA, GA 303083242**

**CERTIFICATE OF NAME CHANGE AMENDMENT**

I, Cathy Cox, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby certify under the seal of my office that

**CARDIO-PULMONARY SOLUTIONS, INC.**  
**A DOMESTIC PROFIT CORPORATION**

has filed articles of amendment in the Office of the Secretary of State changing its name to

**NEXAN, INC.**

and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles of amendment.

**WITNESS** my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



*Cathy Cox*  
Cathy Cox

**ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
CARDIO-PULMONARY SOLUTIONS, INC.**

- FIRST.** The name of the corporation is Cardio-Pulmonary Solutions, Inc.
- SECOND.** Article I of the Articles of Incorporation of the Corporation is hereby deleted in its entirety and replaced by the following new Article I:
- "The name of the corporation is Nexan, Inc."
- THIRD.** The amendment was duly adopted by the Board of Directors of the Corporation as of the 30th day of June, 2003.
- FOURTH.** The sole shareholder of the Corporation has duly approved the amendment in accordance with the provisions of Section 14-2-1003 of the Georgia Business Corporation Code.

Executed as of the 30th day of June, 2003.

CARDIO-PULMONARY SOLUTIONS, INC.

By:   
David Schaefer  
President

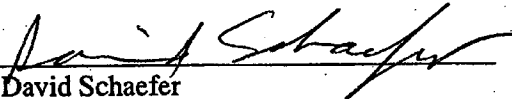
SECRETARY OF STATE  
2003 JUL - 2 P 12: 42  
CORPORATIONS DIVISION

## CERTIFICATE OF REQUEST FOR PUBLICATION

I hereby certify that, in accordance with §§ 14-2-1006.1(a) and (b) of the Georgia Business Corporation Code, I have mailed or delivered to the Fulton County Daily Report, which is the official organ of Fulton County where the registered office of Cardio-Pulmonary Solutions, Inc. is located, a request to publish a notice of the intent to deliver to the Secretary of State Articles of Amendment that will change the name of Cardio-Pulmonary Solutions, Inc. to Nexan, Inc. I further certify that I submitted payment in the amount of \$40.00 to said newspaper along with the request for publication.

This 30th day of June, 2003.

CARDIO-PULMONARY SOLUTIONS, INC.

By:   
David Schaefer  
President

**Secretary of State**  
**Corporations Division**  
**315 West Tower**  
**#2 Martin Luther King, Jr. Dr.**  
**Atlanta, Georgia 30334-1530**

CONTROL NUMBER: 0312360  
EFFECTIVE DATE: 03/06/2003  
JURISDICTION : GEORGIA  
REFERENCE : 0044  
PRINT DATE : 03/06/2003  
FORM NUMBER : 311

PAMELA S. WEBB  
JONES DAY  
3500 SUNTRUST PLAZA/303 PEACHTREE ST.  
ATLANTA, GA 303083242

**CERTIFICATE OF INCORPORATION**

I, Cathy Cox, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby certify under the seal of my office that

**CARDIO-PULMONARY SOLUTIONS, INC.**  
**A DOMESTIC PROFIT CORPORATION**

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



*Cathy Cox*

Cathy Cox  
Secretary of State

**ARTICLES OF INCORPORATION**  
**OF**  
**CARDIO-PULMONARY SOLUTIONS, INC.**

I

The name of the Corporation is:

Cardio-Pulmonary Solutions, Inc.

II

The Corporation shall have authority to issue not more than One Hundred Thousand (100,000) shares of stock, to be designated as Common Stock, with a par value of \$.01 per share. The Common Stock shall have all voting rights under the Georgia Business Corporation Code, and shall be entitled to receive the net assets of the Corporation upon dissolution.

III

The Corporation's initial registered office shall be in Fulton County. The street address of the Corporation's initial registered office and the name of its registered agent at that office are:

David Schaefer  
1005 Signal Point  
Alpharetta, Georgia 30005

IV

The name and address of the Incorporator are:

David Schaefer  
1005 Signal Point  
Alpharetta, Georgia 30005

V

The mailing address of the initial principal office of the Corporation is:

1005 Signal Point  
Alpharetta, Georgia 30005

VI

A director of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for breach of duty of care or other duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the Georgia Business Corporation Code as currently in effect or as the same may be hereafter amended. No

amendment, modification or repeal of this Article shall adversely affect any right or protection of a director that exists at the time of such amendment, modification, or repeal.

VII

Each person who is or was or had agreed to become a director or officer of the Corporation, or each such person who is or was serving or who had agreed to serve at the request of the Board of Directors or an officer of the Corporation as an employee or agent of the Corporation or as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (including the heirs, executors, administrators or estate of such person), shall be indemnified by the Corporation to the fullest extent permitted by the Georgia Business Corporation Code or any other applicable laws as presently or hereafter in effect. No amendment, modification or repeal of this Article shall adversely affect any right or protection of a director, officer, employee or agent that exists at the time of such amendment, modification or repeal.

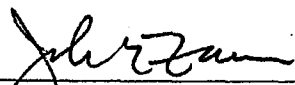
VIII

Any issued and outstanding shares of stock of the Corporation which are repurchased by the Corporation shall become treasury shares which shall be held in treasury by the Corporation until resold or retired and cancelled in the discretion of the Board of Directors. Any treasury shares which are retired and cancelled shall constitute authorized but unissued shares.

IX

Any action required or permitted to be taken at a shareholders meeting may be taken without a meeting if the action is taken by one or more written consents by persons who would be entitled to vote at a meeting shares having voting power to cast not less than the minimum number (or numbers in the case of voting groups) of votes that would be necessary to authorize or take the action at a meeting at which all shareholders entitled to vote were present and voted.

IN WITNESS WHEREOF, the Incorporator executes these Articles of Incorporation as of the 6th day of March, 2003.

  
\_\_\_\_\_  
John E. Zamer,  
Attorney for the Incorporator

CORPORATIONS DIVISION  
2003 MAR -6 P 12:20  
SECRETARY OF STATE



SCHEDULE 1

**Deed of Assignment**

**THIS DEED OF ASSIGNMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_, 2003

**BETWEEN:**

**NEXAN GROUP LIMITED** (registered in England and Wales with company number 3326689) of The Quorum, Barnwell Road, Cambridge, CB5 8RE (hereinafter called "the Assignor")

**CARDIO-PULMONARY SOLUTIONS, INC.** whose principal office is at 1005 Signal Point, Alpharetta, Georgia USA, 30005

**NEXAN LIMITED** (registered in England and Wales with company number 3291246 whose registered office is at The Quorum, Barnwell Road, Cambridge CB5 8RE (hereinafter called "the Subsidiary")

**WHEREAS:**

- (a) The Assignor has created and is the beneficial owner and is entitled to become the registered proprietor and owner of various intellectual property rights including know-how, patents and patent applications set out in the schedule hereto ("the Patents"), inventions, registered designs, trade mark rights and applications set out in the schedule hereto ("the Trademarks"), and goodwill relating to among other things health care systems (all of the foregoing hereinafter collectively called "the Intellectual Property");
- (b) The Subsidiary has transferred full title of the Patents to the Assignor in a Deed of Assignment made the 29<sup>th</sup> of October 2002, but as of the date of this Agreement, the Patents remain registered in the Subsidiary's name.
- (c) The Assignee is desirous of acquiring the Intellectual Property; and
- (d) The Assignor has, pursuant to a transfer agreement entered into with the Assignee of even date herewith agreed to assign the Intellectual Property to the Assignee.

**NOW THIS AGREEMENT WITNESSETH** as follows:

(1) **ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS.**

Assignor and the Subsidiary, in consideration of the sum of £1 (one pound sterling other good and valuable consideration the safe receipt and sufficiency of which is hereby acknowledged, hereby assigns to Assignee, its successors and assigns, the entire right, title and interest for the United States of America and its territorial possessions, and all foreign countries including all rights of priority, in inventions in the patents and patent applications identified in Schedule 1, and in and to the Patents and all Letters Patents of the United States and all foreign countries which may or shall be granted on said

inventions, or any parts thereof, or any divisional, continuing, reissue or other applications based in whole or in part thereon.

Assignor and the Subsidiary agree to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper to secure the grant of Letters Patent and the Trademarks in the United States and in all other countries to Assignee, to vest and confirm in Assignee, its successors and assigns, the legal title to all such patents and the Trademarks.

Assignee does hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any equivalent officer of any equivalent Patent and Trademarks registry in any relevant jurisdiction to issue such Letters Patent as shall be granted upon said inventions or applications based thereon to Assignee, its successors and assigns.

(2) ASSIGNMENT OF TRADEMARKS AND TRADEMARK APPLICATIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and the Subsidiary hereby assign to Assignee, its successors, assigns and legal representatives, the entire, full and exclusive right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks and any applications and/or registrations therefor, and the right (but not the obligation) to assert the Trademarks and to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

Assignor and Subsidiary, notwithstanding the name "Nexan" is in each of their corporate names, agrees not to conduct any commercial activities employing in any way the name Nexan, and to change their respective corporate name to a word or words not including "Nexan" or any derivative thereof should they later choose to conduct any commercial activity.

IN WITNESS whereof the parties have executed this Deed the day and year first above written.

SENT BY: PITMANS SOLICITORS;

CONFIDENTIAL

Apr. 15 '03 8:10

01189505901 ;  
02073511394 ;

16-APR-03 8:17;  
14-Apr-03 18:28;  
FAX

PAGE 4/6  
Page 3/4  
P. 2

SIGNED as a DEED by )  
For and on behalf of the Assignor )

.....  
Director

.....  
Director/Secretary

SIGNED as a DEED by )  
For and on behalf of the Assignee )

.....  
*David Schaper*  
~~Director~~ President

4/14/03

.....  
Director/Secretary

SIGNED as a DEED by )  
for and on behalf of the Subsidiary )

.....  
Director

.....  
Director/Secretary

14

PHWDGCS/NEXAN/KR70716-CLASS 140403

SIGNED as a DEED by )  
For and on behalf of the Assignor )

*Kate Bishop*  
.....  
Director

.....  
Director/Secretary

SIGNED as a DEED by )  
For and on behalf of the Assignor )

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Director

.....  
Director/Secretary

SIGNED as a DEED by )  
for and on behalf of the Subsidiary )

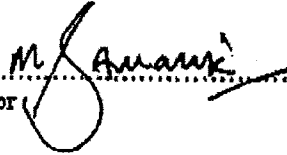
*Kate Bishop*  
.....  
Director

.....  
Director/Secretary

PHW/DOCS/NR/CAN/EC8767v16-0000 (11/04/03)

SIGNED as a DEED by )  
For and on behalf of the Assignor )

.....  
Director



.....  
Director/Secretary

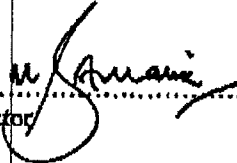
SIGNED as a DEED by )  
For and on behalf of the Assignee )

.....  
Director

.....  
Director/Secretary

SIGNED as a DEED by )  
for and on behalf of the Subsidiary )

.....  
Director



.....  
Director/Secretary

**SCHEDULE 2**  
**PATENTS AND TRADEMARKS**

Summary						
Our Reference	Patent Number	Type of Application	Title			
0002	US 09/292,405	Utility	Portable Remote Patient Telemonitoring System			
0003	US 29/103,527	Design	Disposable Chest Multisensor Array			
0004	US 09/292/159	Utility	Physiological Sensor Array			
0005	US 09/292,157	Utility	Physiological Sensor Device			
0014	US 09/292,158	Utility	Portable Signal Transfer Unit			
0015	Australia 140763	Design	Disposable Chest Multisensor Array			Australian Version of 0003
0016	Canada 90127	Design	Disposable Chest Multisensor Array			Canadian Version of 0003
0017	Japan 11-027839	Design	Disposable Chest Multisensor Array			Japanese Version of 0003
0018	South Africa A99/1133	Design	Disposable Chest Multisensor Array			South African Version of 0003
0019	US 09/951,597		Portable Remote Patient Telemonitoring System using a Memory Card or Smart Card			
0320	PCT/US80/09521		Physiological Sensor Array			PCT Version of 0004
0021	PCT/US00/09490		Portable Signal Transfer Unit			PCT Version of 0014
0022	PCT/US00/09520		Physiological Sensor Device and Method of Manufacture Thereof			PCT Version of 0005
0023	PCT/US00/09491		Portable Remote Patient Telemonitoring System			PCT Version of 0002
0024	US 09/590,995	Utility	Portable Data Logger			
0027	US 29/128,545	Design	Chest Multisensor Array			
0028	0445,507	Design	Electronics Unit for Chest Multisensor Array			
0029	09/659,301		Disposable vital signs monitoring sensor band with removable alignment sheet			
0030	09/659,303		Disposable vital signs monitoring sensor band with reusable electronics module			
0031	145316	Design	Chest Multisensor Array			Australian Version of 0027
0032	2001-0471	Design	Chest Multisensor Array			Canadian Version of 0027
0033	29/128,545	Design	Chest Multisensor Array			French Version of 0027
0034	2099254	Design	Chest Multisensor Array			UK Version of 0027
0035	401 01 532.7	Design	Chest Multisensor Array			German Version of 0027
0036	343/01	Design	Chest Multisensor Array			Japanese Version of 0027
0037	A200110206	Design	Chest Multisensor Array			South African Version of 0027

0038	D10364	Design	Chest Multisensor Array	Swedish Version of 0027
0039		Design	Electronics Unit for Chest Multisensor Array	Australian Version of 0028
0040	2001-0472	Design	Electronics Unit for Chest Multisensor Array	Canadian Version of 0028
0041		Design	Electronics Unit for Chest Multisensor Array	French Version of 0028
0042	209/9253	Design	Electronics Unit for Chest Multisensor Array	UK Version of 0028
0043	401 01 531.9	Design	Electronics Unit for Chest Multisensor Array	German Version of 0028
0044	3431/01	Design	Electronics Unit for Chest Multisensor Array	Japanese Version of 0028
0045	2100110207	Design	Electronics Unit for Chest Multisensor Array	South African Version of 0028
0046	010363	Design	Electronics Unit for Chest Multisensor Array	Swedish Version of 0028
0050	09/887,410		Physiological Sensor Array	Divisional Application of 0004
0051	D9/950,961		Disposable vital signs monitoring sensor band with removable alignment sheet	Continuation in Part - 0029
0052	US 09/656,301		Disposable vital signs monitoring sensor band with removable alignment sheet	
0053	09/859,303		Disposable vital signs monitoring sensor band with reusable electronics module	Foreign filing of 0030
0054	PCT/US00/09520	Utility	Physiological Sensor Device and Method of Manufacture Thereof	National Phase: Australia
0055	PCT/US00/09520	Utility	Physiological Sensor Device and Method of Manufacture Thereof	National Phase: Canada
0056	00921992.4	Utility	Physiological Sensor Device and Method of Manufacture Thereof	National Phase: EPO
0076	611807/00	Utility	Physiological Sensor Device and Method of Manufacture Thereof	National Phase: Japan
0077	PCT/US00/09520	Utility	Physiological Sensor Device and Method of Manufacture Thereof	National Phase: South Africa
0078	00925913.6	Utility	Portable Signal Transfer Unit	National Phase: EPO
0083	00925913.6	Utility	Portable Signal Transfer Unit	National Phase: Japan
0084	PCT/US00/09491	Utility	Portable Remote Patient Telemonitoring System	National Phase: Australia
0085	PCT/US00/09491	Utility	Portable Remote Patient Telemonitoring System	National Phase: Canada
0086	00928145.2	Utility	Portable Remote Patient Telemonitoring System	National Phase: EPO
0105	611804/00	Utility	Portable Remote Patient Telemonitoring System	National Phase: Japan
0106	PCT/US00/09491	Utility	Portable Remote Patient Telemonitoring System	National Phase: South Africa
0107	PCT/US00/09521	Utility	Physiological Sensor Array	National Phase: Australia
0108	PCT/US00/09521	Utility	Physiological Sensor Array	National Phase: Canada
0109	00921993.2	Utility	Physiological Sensor Array	National Phase: EPO
0128	611805/00	Utility	Physiological Sensor Array	National Phase: Japan
0129	PCT/US00/09521	Utility	Physiological Sensor Array	National Phase: South Africa

PATENT

REEL: 021794 FRAME: 0064



Trade Marks

0009	US Trademark application for NEXAN	ISSUED IN GB and NI	
0010	US Trademark application for NEXYSYSTEM	ISSUED IN GB and NI	ISSUED IN US
0011	US Trademark application for NEXI	ISSUED IN GB and NI	ISSUED IN US
0012	US Trademark application for NEXISENSOR	ISSUED IN GB and NI	ISSUED IN US
0013	US Trademark application for NEXOFT	ISSUED IN GB and NI	
0130	US Trademark for CLEARPATH	ISSUED IN GB and NI	ISSUED IN US

<u>Our Reference</u>	<u>Trademark</u>	<u>GB &amp; NI Trademark No.</u>	<u>US Trademark Registration or Serial No.</u>
0009	NEXAN	2218402B	2621721
0010	NEXYSYSTEM	2191158	2540983
0011	NEXI	2191087	2559345
0012	NEXISENSOR	2218389	2559344
0013	NEXOFT	2218364	2618515
0130	CLEARPATH	2279036	76-307992

SCHEDULE 3

<u>Named Individuals</u>	<u>Percentage Shareholding in the Purchaser<sup>†</sup></u>
David Schaefer	41
Graham Lay	27
Donald Jansen	19
Ira Share	13

SCHEDULE 4

<u>Individual</u>	<u>Amount US \$</u>
Deborah Blackwell	25116
William Dubis	19810
Louise Gustafson	28615
Christy Hammett	14253
Pamela Hoback	26521
Cherie Kunik	29550
Sue Locke	28604
Karen Scott	5,117
Tom Shropshier	36715