

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>P. Alexander DERCHAK</td><td>01/27/2009</td></tr><tr><td>Lance MYERS</td><td>01/27/2009</td></tr><tr><td>Gary Michael LUCIA</td><td>01/27/2009</td></tr></tbody></table>		Name	Execution Date	P. Alexander DERCHAK	01/27/2009	Lance MYERS	01/27/2009	Gary Michael LUCIA	01/27/2009				
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RECEIVING PARTY DATA													
<table border="1"><tr><td>Name:</td><td>VivoMetrics, Inc.</td></tr><tr><td>Street Address:</td><td>121 N. Fir Street</td></tr><tr><td>Internal Address:</td><td>Suite E</td></tr><tr><td>City:</td><td>Ventura</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>93001</td></tr></table>		Name:	VivoMetrics, Inc.	Street Address:	121 N. Fir Street	Internal Address:	Suite E	City:	Ventura	State/Country:	CALIFORNIA	Postal Code:	93001
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PROPERTY NUMBERS Total: 1													
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>11764527</td></tr></tbody></table>		Property Type	Number	Application Number:	11764527								
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CORRESPONDENCE DATA													
Fax Number: (212)294-4700 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone: 2122946635													
Email: dkumar@winston.com													
Correspondent Name: WINSTON & STRAWN LLP - Allan A. Fanucci													
Address Line 1: 1700 K Street N.W.													
Address Line 4: Washington, DISTRICT OF COLUMBIA 200063817													
ATTORNEY DOCKET NUMBER:	85167-5100												
NAME OF SUBMITTER:	ALLAN A. FANUICCI												
Total Attachments: 8 source=85167-5100#page1.tif													

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ASSIGNMENT

WHEREAS, each of

P. Alexander DERCHAK, a citizen of the United States residing at
1125 S. Seaward Avenue #3, Ventura, CA 93001

Lance MYERS, a citizen of South Africa residing at 3056 Kalakaua Avenue
#8E, Honolulu, HI 96815

Gary Michael LUCIA, a citizen of the United States residing at 648 Rosetti
Lane, Ventura, CA 93003

an ASSIGNOR, is an inventor of the invention in **AUTOMATIC AND AMBULATORY
MONITORING OF CONGESTIVE HEART FAILURE PATIENTS**, for which an
application for a Patent of the United States, identified by Winston & Strawn LLP Docket No.
85167-5100:

- ☐ is executed on even date herewith.
☒ was filed on June 18, 2007 as Application No. 11/764,527.

WHEREAS, VIVOMETRICS, INC., a Delaware Corporation, having a place of business
at, 121 N. Fir Street, Suite E, Ventura, CA 93001, 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,
worldwide right, title and interest in, to and under the invention, including 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.

January 27, 2009
Date

P. Alexander Derchak
P. Alexander DERCHAK

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 2009, 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 _____

Date

Lance MYERS

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 2009, 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.

Notary Public

My Commission Expires

1-27-09

Date

Gary Lucia

Gary Michael LUCIA

STATE OF _____)

COUNTY OF _____)

On this 27 day of January, 2009, before me, a Notary Public, personally appeared **Gary Michael LUCIA**, 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

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY Of Ventura

On JANUARY 27 2009, before me, Carlene R. Ackley, a Notary Public.
Personally Appeared

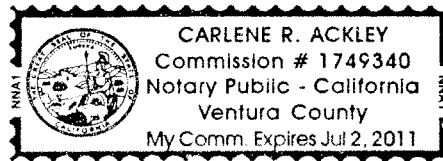
GARY LUCIA AND
P. ALEXANDER DERCHAK

Who Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Carlene R. Ackley
Signature

WITNESS my hand and official seal.



seal

OPTIONAL

is not required by law, it may prove valuable to persons relying on the document and could help prevent fraudulent removal and reattachment of this form to another document.

DISCRIPTION OF ATTACHED DOCUMENT:

Number of Signers This Acknowledgement: Two

Title or Type of Document:

ASSIGNMENT

Right Thumb print
(optional)

Document Date: _____ Number of pages: _____

Signer(s) Other Than Named Above: _____

ASSIGNMENT

WHEREAS, each of

P. Alexander DERCHAK, a citizen of the United States residing at
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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,
worldwide right, title and interest in, to and under the invention, including 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.

Date

P. Alexander DERCHAK

STATE OF _____)

COUNTY OF _____)

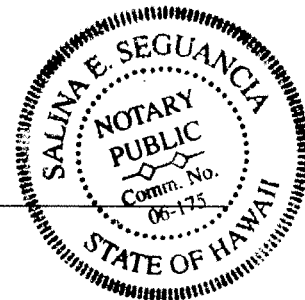
On this _____ day of _____, 2009, before me, a Notary Public, personally appeared **P. Alexander DERCHAK**, to me known and known to me to be the person of that name, who signed the foregoing instrument and acknowledged the same to be his/her free act and deed.

Notary Public

My Commission Expires

1-27-09
Date

Lance MYERS
Lance MYERS



STATE OF HAWAII)
COUNTY OF HONOLULU)

NOTARY CERTIFICATE ON NEXT PAGE

On this 27 day of JANUARY, 2009, 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.

Salina E. Seguancia
Notary Public

03-19-10
My Commission Expires

Date

Gary Michael LUCIA

STATE OF)
COUNTY OF)

On this _____ day of _____, 2009, before me, a Notary Public, personally appeared **Gary Michael LUCIA**, 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.

Notary Public

My Commission Expires

STATE OF HAWAII)
) SS:
CITY AND COUNTY OF HONOLULU)

On this 27th day of JANUARY, 2009, before me personally appeared LANCE MYERS, individually and as Trustee as aforesaid, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that said person executed the same as said person's free act and deed, as such individual and as such Trustee.

Salina E. Seguancia
Notary Public, State of Hawaii

My commission expires: 03-19-10

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)

Document Identification or Description: ASSIGNMENT

DOCUMENTS

Doc. Date: 1-27-09 No. of Pages: 3 Jurisdiction:

Salina E. Seguancia 1-27-09
Signature of Notary Date of Certificate

SALINA E. SEGUANCIA

Printed Name of Notary

(Official Stamp or Seal)