

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LifeWatch, Inc.	01/27/2000
RECEIVING PARTY DATA	
Name:	Urs Acquisitions, Inc.
Street Address:	1013 Centre Road
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19805-1297
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5730143
CORRESPONDENCE DATA	
Fax Number:	(617)526-9899
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-526-9600
Email:	jmgomez@proskauer.com
Correspondent Name:	Proskauer Rose LLP
Address Line 1:	One International Place
Address Line 4:	Boston, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	LWC-004
NAME OF SUBMITTER:	Gerald E. Worth
Total Attachments: 2 source=LWC-004 Assignment#page1.tif source=LWC-004 Assignment#page2.tif	

CH \$40.00 5730143

LIFEWATCH, INC. PATENT ASSIGNMENT

THIS ASSIGNMENT, made by and between LifeWatch, Inc., an Illinois corporation ("Assignor"), and Urs Acquisitions, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor has agreed to assign certain assets to Assignee including the patents listed on Schedule A, attached hereto and made a part hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee the entire right, title and interest, throughout the world, in and to the patents listed on Schedule A and all foreign counterparts thereof (the "Rights"), including all inventions and improvements described and claims therein; all patentable inventions; all reissues, divisions, continuations, renewals, reexaminations, extensions and continuations-in-part of any of the foregoing with respect to any of the foregoing, including, without limitations, claims in law or in equity, damages or payments for past or future infringements of any of the foregoing; and the right to sue for past, present and future infringements of any of the foregoing throughout the world. All such Rights are to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns to the full end of the terms for which such Rights may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment, transfer, conveyance and sale had not been made.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all letters patent of the United States on inventions or resulting from applications included within the Rights to Assignee, and hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute any agreement in conflict herewith.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the 21 day of January, 2000.

LIFEWATCH, INC.

URS ACQUISITIONS, INC.

By: Joseph V. Marshall
Name: Joseph V. Marshall
Title: Vice President

By: [Signature]
Name: Dan Gazit
Title: Executive Vice President

Subscribed and Sworn to Before Me
this 27th day of January, 2000.

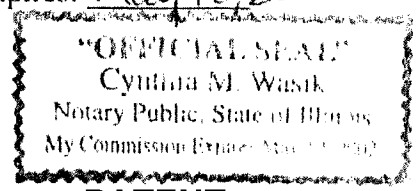
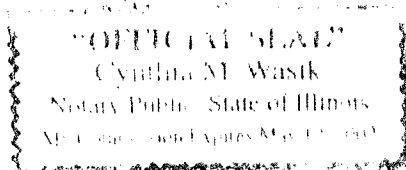
Subscribed and Sworn to Before Me
this 27th day of January, 2000

[Signature]
Notary Public

[Signature]
Notary Public

My commission expires: May 12, 2002

My commission expires: May 12, 2002



SCHEDULE A

Patent No. / Serial No. / Registration No.	Title
4,938,228	Wrist worn heart rate monitor
5,365,935	Portable multi-channel ECG data monitor/recorder
5,191,891	Portable ECG monitor/recorder
5,226,425	Portable ECG monitor/recorder
5,581,369	Apparatus and method for communicating electrocardiographic data to a facsimile machine
4,622,979	User-worn apparatus for monitoring and recording electrocardiographic data and method of operation
5,730,143	Electrocardiographic monitoring and recording device