

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Redacted Assignment from the heirs of Jesse Ross (deceased) namely, Gladys Ross, David Matthew Ross, Daniel Saul Ross, Janet Sue Lynch, and Shawna Joy Goldsmith to David Matthew Ross, on 11/02/2011 and 11/03/2011, respectively.	
CONVEYING PARTY DATA		
Name		Execution Date
Jesse Ross		11/02/2011
RECEIVING PARTY DATA		
Name:	David Matthew Ross	
Street Address:	19355 Turnberry Way	
Internal Address:	Apt. 25B	
City:	Aventura	
State/Country:	FLORIDA	
Postal Code:	33180	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	5718721	
Patent Number:	6083214	
Patent Number:	6652444	
CORRESPONDENCE DATA		
Fax Number:	5164311127	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	516-431-1177	
Email:	office@galganoiplaw.com	
Correspondent Name:	Galgano & Associates, PLLC	
Address Line 1:	20 W. Park Ave., Suite 204	
Address Line 4:	Long Beach, NEW YORK 11561	
ATTORNEY DOCKET NUMBER:	13694-G	
NAME OF SUBMITTER:	Thomas M. Galgano	

OP \$120.00 5718721

**Total Attachments: 15**

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## AGREEMENT

**AGREEMENT** (this "Agreement"), made as of November 2, 2011, by and among Gladys Ross ("**GLADYS**"), with a mailing address of 7450 Olivetas Avenue, Apt. 125, La Jolla, California, 92037; David Matthew Ross ("**DAVID**"), with a mailing address of 19355 Turnberry Way, Apt. 25B, Aventura, Florida 33180; Daniel Saul Ross ("**DANIEL**"), with a mailing address of 6567 Petunia Place, Carlsbad, California 92011; Janet Sue Lynch ("**JANET**"), with a mailing address of 5239 E. Marconi Avenue, Scottsdale, Arizona 85254; Shawna Joy Goldsmith ("**SHAWNA**"), with a mailing address of 5239 E. Marconi Avenue, Scottsdale, Arizona 85254; **GLADYS** and **DAVID** as Executors of the Estate of Jesse Ross (the "Estate"); **GLADYS** and **DAVID** as named Trustees of the Martial Deduction Trust ("Gladys's Trust") created under Article Five of the Last Will and Testament of **JESSE ROSS** dated October 10, 2006 (the "Will"); and **GLADYS** and **DAVID** as named Trustees of the trust created under Article Six of the Will for the benefit of **JANET** ("Janet's Trust"). For purposes of this Agreement, **GLADYS**, **DAVID**, **DANIEL**, **JANET**, **SHAWNA** the Estate, Gladys's Trust and Janet's Trust are sometimes referred to herein individually as a "Party" and collectively, as the "Parties".

## WITNESSETH:

### I. RECITALS:

**WHEREAS**, **JESSE ROSS** (the "Decedent") died on January 13, 2007 domiciled at 382 East Shore Road, Great Neck, New York 11023, a resident of the County of Nassau, State of New York, leaving the Will which was duly admitted to probate by the Surrogate's Court, Nassau County in the

Janet, and that the pertinent provisions of Article Six of the Will allow for the distribution of all of trust property to Janet. The parties agree that such a distribution should be made and, therefore, subject to the Indemnification provisions below, all of the parties agree that making an outright distribution from the Gladys's trust is more economical and efficient.

**1.04. SHAWNA's Acknowledgements:** SHAWNA has read and understands this agreement. Moreover, SHAWNA understands that she is a contingent remainder beneficiary of the Janet's Trust and that the interest, if any, that she would be entitled to receive as such contingent remainder beneficiary would be held in further trust for her benefit under the terms of Article Six of the Will ("Shawna Trust"). As a result of the powers granted to the trustees of the Janet's Trust under the terms of the Decedent's Will, SHAWNA acknowledges and understands that it is uncertain whether the Shawna Trust would ever be funded. In recognition thereof, SHAWNA hereby acknowledges and agrees that she has no objection to the terms of this Agreement.

## **2. Other Estates Assets**

**2.01** The Parties acknowledge and agree that, during his lifetime, the Decedent deferred his salary due him from the Corporation which deferred salary (the "Debt") was reflected on the books and records of the Corporation. For purposes of this Agreement, the Debt is valued at Two Hundred Eighty Thousand (\$280,000) Dollars and is deemed an asset of the Estate.

**2.02** DANIEL agrees that in the event he is entitled to all or any portion of the Debt and/or any ownership interests in the Corporation (including but not limited to stock ownership and any patents, trademarks or copyrights that were held by the Decedent or described in Exhibit B) then and in such

event **DANIEL** agrees to sell to **DAVID** his portion of the Debt and/or such ownership interests in the Corporation (including but not limited to stock ownership and any patents, trademarks or copyrights that were held by the Decedent or described in Exhibit B) for, and in consideration of, the sum of One (\$1.00) Dollar.

**2.03 JANET** agrees that in the event she is entitled to all or any portion of the Debt and/or any ownership interests in the Corporation (including but not limited to stock ownership and any patents, trademarks or copyrights that were held by the Decedent or described in Exhibit B) then and in such event **JANET** agrees to sell to **DAVID** her portion of the Debt and/or such ownership interests in the Corporation (including but not limited to stock ownership and any patents, trademarks or copyrights that were held by the Decedent or described in Exhibit B) for, and in consideration of, the sum of One (\$1.00) Dollar.

**3. Filing of Tax Returns**

**3.01 DAVID**, in his capacity as the Executor of the Will, agrees to file IRS Form 706 and New York State Form ET-706 as well as Federal Form 1041 and NYS Form IT-205 for the years: 2007, 2008, 2009, 2010, and 2011 upon receipt of appropriate documentation sufficient to file said returns.

**4. Commissions; Compensation**

**4.01 GLADYS** acknowledges and agrees that she will not seek nor take a commission for serving as Co-Executor of the Will or Trustee of any of the trusts created under the Decedent's Will.

communications, and understandings, both written and oral, regarding such subject matter.

6.07 This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all such counterparts together shall be one and the same. Each of the parties hereto will cooperate with the other and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time by any party hereto as necessary to carry out, evidence and confirm the intended purposes of this Agreement. This Agreement may be executed by a party's signature transmitted by facsimile ("fax"), and copies of this Agreement executed and delivered by means of faxed signatures shall have the same force and effect as copies hereof executed and delivered with original signatures.

6.08 All parties hereto may rely upon faxed signatures as if such signatures were originals. Any party executing and delivering this Agreement by fax shall promptly thereafter deliver a counterpart signature page of this Agreement containing said party's original signature. All parties hereto agree that a faxed signature page may be introduced into evidence in any proceeding arising out of or related to this Agreement as if it were an original signature page.

6.09 The introductory paragraphs hereinabove and the contents thereof are incorporated into this Agreement as if hereinafter set forth at length. The article headings herein are for ease of reference only and shall not affect the interpretation of the provisions hereof.

***SIGNATURE PAGE FOLLOW***

IN WITNESS WHEREOF, each of the undersigned has executed this instrument and affixed  
his or her seal on the day and year set forth below.

Dated: Jan 2, 2011

Gladys Ross  
Gladys Ross, individually and in her capacity as Executor  
of the Will, Co-Trustee of Gladys's Trust and as Trustee of  
Janet's Trust

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
David Matthew Ross, individually and in his capacity as  
co-Executor of the Will and as Co-Trustee of Gladys's  
Trust

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Janet Sue Lynch

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Daniel Saul Ross

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Shawna Lynch

STATE OF California }  
COUNTY OF San Diego } ss.:

On the 2<sup>nd</sup> day of November in the year 2011, before me, the undersigned, personally appeared GLADYS ROSS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the state and county shown above.



Nimisha J. Amin  
Notary Public  
My commission expires: June 18, 2011

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2011, before me, the undersigned, personally appeared DAVID MATTHEW ROSS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the state and county shown above.

\_\_\_\_\_  
Notary Public  
My commission expires:

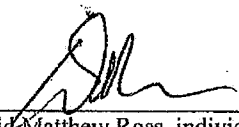


IN WITNESS WHEREOF, each of the undersigned has executed this instrument and affixed  
his or her seal on the day and year set forth below.

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Gladys Ross, individually and in her capacity as Executor  
of the Will, Co-Trustee of Gladys's Trust and as Trustee of  
Janet's Trust

Dated: 11/2, 2011

  
\_\_\_\_\_  
David Matthew Ross, individually and in his capacity as  
co-Executor of the Will and as Co-Trustee of Gladys's  
Trust

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Janet Sue Lynch

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Daniel Saul Ross

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Shawna Lynch

STATE OF                                }  
  }ss.:  
COUNTY OF                            }

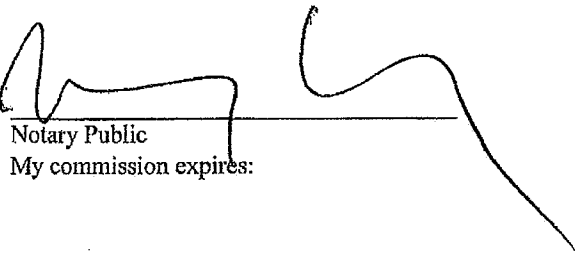
On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2011, before me, the undersigned, personally appeared GLADYS ROSS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the state and county shown above.

\_\_\_\_\_  
Notary Public  
My commission expires:

STATE OF NEW YORK }  
  }ss.:  
COUNTY OF NASSAU }

On the 2 day of NOVEMBER in the year 2011, before me, the undersigned, personally appeared DAVID MATTHEW ROSS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the state and county shown above.

MURRAY HONIG  
NOTARY PUBLIC, State of New York  
No. 4707437  
Qualified in Nassau County 2013  
Commission Expires Oct. 31, 2013

  
\_\_\_\_\_  
Notary Public  
My commission expires:

IN WITNESS WHEREOF, each of the undersigned has executed this instrument and affixed  
his or her seal on the day and year set forth below.

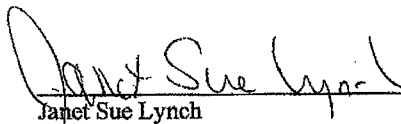
Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Gladys Ross, individually and in her capacity as Executor  
of the Will, Co-Trustee of Gladys's Trust and as Trustee of  
Janet's Trust

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
David Matthew Ross, individually and in his capacity as  
co-Executor of the Will and as Co-Trustee of Gladys's  
Trust


Dated: 11-3-, 2011

  
\_\_\_\_\_  
Janet Sue Lynch

Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
Daniel Saul Ross

Dated: 11/3, 2011

  
\_\_\_\_\_  
Shawna Goldsmith

STATE OF Arizona }  
COUNTY OF Maricopa } ss.:

On the 3<sup>rd</sup> day of November in the year 2011, before me, the undersigned, personally appeared JANET SUB LYNCH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the state and county shown above.



Sara Sullivan  
Notary Public  
My commission expires: October 7<sup>th</sup>, 2015

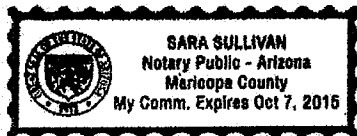
STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2011, before me, the undersigned, personally appeared DANIEL SAUL ROSS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the state and county shown above.

\_\_\_\_\_  
Notary Public  
My commission expires:

STATE OF *Arizona* }  
COUNTY OF *Maricopa* } ss.:

On the 3 day of November in the year 2011, before me, the undersigned, personally appeared SHAWNA GOLDSMITH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the state and county shown above.



*Sara Sullivan*  
Notary Public  
My commission expires: *October 7<sup>th</sup>, 2015*

IN WITNESS WHEREOF, each of the undersigned has executed this instrument and affixed  
his or her seal on the day and year set forth below.

Dated: \_\_\_\_\_, 2011

Gladys Ross, individually and in her capacity as Executor  
of the Will, Co-Trustee of Gladys's Trust and as Trustee of  
Janet's Trust


Dated: \_\_\_\_\_, 2011

David Matthew Ross, individually and in his capacity as  
co-Executor of the Will and as Co-Trustee of Gladys's  
Trust

Dated: \_\_\_\_\_, 2011

Janet Sue Lynch

Dated: November 2, 2011

  
Daniel Saul Ross

Dated: \_\_\_\_\_, 2011

Shawna Lynch

STATE OF

COUNTY OF

} ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2011, before me, the undersigned, personally appeared JANET SUE LYNCH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the state and county shown above.

Notary Public

My commission expires:

STATE OF

*California*

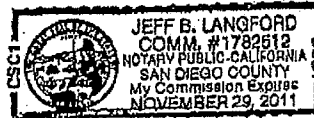
} ss.:

COUNTY OF

*San Diego*

On the 2 day of Nov in the year 2011, before me, the undersigned, personally appeared DANIEL SAUL ROSS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the state and county shown above.

Notary Public

My commission expires: *Nov 29, 2011*

PATENT

REEL: 029137 FRAME: 0871

**SURROGATE'S COURT:  
STATE OF NEW YORK; COUNTY OF NASSAU**

In the Matter of the Estate of

JESSE ROSS,

a/k/a

Deceased.

RESIGNATION OF  
EXECUTOR AND  
TRUSTEE

File No. 346032

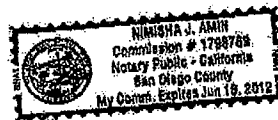
I, GLADYS ROSS, hereby resign as Executor of the above-captioned Estate and as Trustee of all trusts under the Last Will and Testament of Jesse Ross, duly admitted to Probate. This resignation shall become effective immediately upon the acceptance by the Nassau County Surrogate's Court.

Dated: Aug 12, 2010

Gladys Ross  
GLADYS ROSS

STATE OF CALIFORNIA )  
COUNTY OF San Diego ss:

On the 12<sup>th</sup> day of August in the year 2010, before me, the undersigned, personally appeared GLADYS ROSS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Naniha J. Amin  
Notary Public



**EXHIBIT B**

**1. STOCK CERTIFICATE**

Certificate Number 46668 in the amount of 529,750 shares in Diapulse Corporation of America

**2. PATENTS, TRADEMARKS AND/OR COPYRIGHTS**

All patents, trademarks and/or copyrights and interests therein presently owned in the name of Jesse  
Ross.