

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3149551

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BAYER HEALTHCARE, LLC	11/12/2013
RECEIVING PARTY DATA	
Name:	ISENSE ACQUISITION, LLC
Street Address:	27700 SW 95TH AVENUE
City:	WILSONVILLE
State/Country:	OREGON
Postal Code:	97070
PROPERTY NUMBERS Total: 42	
Property Type	Number
Application Number:	09711690
Application Number:	10784657
Application Number:	09851668
Application Number:	10364691
Application Number:	11098989
Application Number:	10342144
Application Number:	10694264
Application Number:	10869133
Application Number:	10463848
Application Number:	10464820
Application Number:	10640980
Application Number:	11404528
Application Number:	11382674
Application Number:	11421564
Application Number:	11468673
Application Number:	11559521
Application Number:	11558394
Application Number:	11552222
Application Number:	11558399
Application Number:	11538340
Application Number:	11689745
PATENT	

Property Type	Number
Application Number:	11952033
Application Number:	11966685
Application Number:	12495238
Application Number:	13415828
Application Number:	12062969
Application Number:	12120400
Application Number:	12238260
Application Number:	12405985
Application Number:	12554830
Application Number:	12549005
PCT Number:	US0955241
PCT Number:	US0963760
Application Number:	12758638
Application Number:	13107816
PCT Number:	US1136538
Application Number:	13127708
Application Number:	13447152
PCT Number:	US1233691
Application Number:	13469529
PCT Number:	US1237487
Application Number:	12530157

CORRESPONDENCE DATA

Fax Number: (503)796-2900

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (503) 222-9981

Email: staylor@schwabe.com

Correspondent Name: SCHWABE, WILLIAMSON & WYATT P.C.

Address Line 1: 1211 SW FIFTH AVENUE, SUITES 1500-2000

Address Line 4: PORTLAND, OREGON 97204

ATTORNEY DOCKET NUMBER:	112455-139943
NAME OF SUBMITTER:	SARA TAYLOR
SIGNATURE:	/Sara Taylor/
DATE SIGNED:	12/16/2014

Total Attachments: 15

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("**Assignment**") is entered into this 12th day of November, 2013 ("**Assignment Effective Date**"), by and between Bayer HealthCare LLC, a Delaware limited liability company ("**Assignor**"), and iSense Acquisition, LLC, a Delaware limited liability company ("**Assignee**"). Each of Assignor and Assignee is sometimes referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**."

WHEREAS, Assignor and Assignee have entered into that certain Asset Sale and Purchase Agreement dated as of the date hereof (the "**Purchase Agreement**"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to, among other things, sell, convey, transfer, assign and deliver to the Assignee all of Assignor's right, title, and interest in, to and under all the Intellectual Property set forth on Exhibit A.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used herein and not defined shall have the meanings assigned to them in the Purchase Agreement.

2. Transfer of Intellectual Property. Assignor hereby irrevocably sells, conveys, transfers, assigns and delivers to Assignee and its successors and assigns, all of Assignor's right, title, and interest in, to and under the Intellectual Property, including any and all copyright rights therein, together with all of the goodwill associated with any and all of the foregoing, including any and all legal actions and rights and remedies at law or in equity for past, current and future infringements, dilution, misappropriation and any other violations of the Intellectual Property, the right to sue for, collect, recover and receive all damages, profits, costs, fees, proceeds and other remedies associated therewith, any and all income, royalties, damages and payments now or hereafter due or payable with respect to the Intellectual Property, and all rights to file for and maintain registrations for the Intellectual Property, the same to be held and enjoyed by Assignee, its successors, assigns, and other legal representatives.

3. Further Assurances. Assignor shall, for no additional consideration, execute and deliver any and all instruments and documents and take such further actions as are necessary or reasonably required to document and record with the appropriate authorities the aforesaid assignment and transfer, provided that Assignee shall be solely responsible for filing and recording such documents.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or

inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts. This Assignment may be executed manually or by facsimile or electronic signature by the Parties, in any number of counterparts, each of which shall be considered one and the same agreement and shall become effective when a counterpart hereof shall have been signed by each of the Parties and delivered to the other Party. Assignee shall have the right to retain the Assignor's manual signature version.

6. Governing Law. This Assignment (including any claim or controversy arising out of or relating to this Assignment) shall be governed by the law of the State of Delaware without regard to conflict of law principles that would result in the application of any Law other than the Law of the State of Delaware.

7. Successors; Assigns. This Assignment shall be binding upon and inure to the benefit of the successors and permitted assigns of Assignor and Assignee.

8. Headings. The headings of the sections and subsections of this Assignment are inserted for convenience only and shall not affect the construction or interpretation of this Assignment.

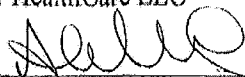
9. Effectiveness. This Assignment shall be effective as of the Assignment Effective Date.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Intellectual Property Assignment effective as of the Assignment Effective Date.

ASSIGNOR:

Bayer HealthCare LLC

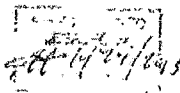
By 

Name: Alan Main

Title: President, Bayer Medical Care

STATE OF _____

COUNTY _____



The foregoing instrument was acknowledged before me
this ____ day of October, 2013, by

Notary Public

ASSIGNEE:

iSense Acquisition, LLC

By _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the Parties hereto have executed this Intellectual Property Assignment effective as of the Assignment Effective Date.

ASSIGNOR:

Bayer HealthCare LLC

By _____

Name:

Title:

STATE OF _____

COUNTY _____

The foregoing instrument was acknowledged before me
this ____ day of October, 2013, by

Notary Public

ASSIGNEE:

iSense Acquisition, LLC

By Richard G. Sass
Name: RICHARD G. SASS
Title: PRESIDENT

[Signature Page to Intellectual Property Assignment]

Exhibit A
Intellectual Property

CGM Portfolio as of 8/30/2013

File	Internal Title	Application Number	Publication Number	Patent Number
06DC035 PCT-US	Continuous Analyte Monitoring Assembly and Method of Using the Same	12/530,157	US-2010-0113897	
08DC041 HK	Tool for Trocarless Insertion of Biosensor through Skin (P035)	12111222.3	1170404A	
08DC041 PCT-BR		PI10121250		
08DC041 PCT-CA		2759670		
08DC041 PCT-CN		201080024422.2	CN102481123A	
08DC041 PCT-EP		10794666.7	2448484	
08DC041 PCT-IN		8100/DELNP/2011		
08DC041 PCT-JP		2012-517870	2012-531952 A	
08DC041 PCT-KR		10-2011-7030602		
08DC041 PCT-MX		MX/a/2011/013257	MX/a/2011/013257	
08DC041 PCT-RU		2012102916		
08DC041 US		12/495,238	2010-0331642-A1	
08DC041 WO		PCT/US10/040484	WO 2011/002815	
08DC042 US	Additional Calibration Algorithm for a Continuous Glucose Monitoring System (P042)	12/554,830	US-2011-0056264-A1	
08DC042 WO		PCT/US10/047191	WO2011/028670	
08DC200 US	Transcutaneous Sensor Insertion Device	09/711,690		6,695,860
08DC201 US	Implantable Analyte Sensor	09/851,668		6,613,379
08DC202 US D	Neovascularization Promoting Membrane for Bioimplants	10/364,691		6,875,386
08DC202 US D N		11/098,989		7,147,813
08DC205 HK	Compound Metal Analyte Sensor (P006)	07110196.4	1102191A	
08DC205 HK01		11113053.4	1158483A	
08DC205 PCT-CA		2570895		
08DC205 PCT-EP		04776794.2	EP1765148	
08DC205 PCT-EP		11153393.1	EP2335566A1	

D				
08DC205 PCT-IN		378/DELNP/2007		
08DC205 PCT-JP		2007-516453		4681606
08DC205 US D		11/538,340	US2007/0129619A	8,187,433
08DC205 US01		10/869,133	US2005/0004438 A1	7,146,202
08DC208 HK	Method of Constructing a Biosensor (P012)	06112787.6	1092038A	
08DC208 PCT-CA		2535394		
08DC208 PCT-CN		200480027633.6	CN1856270	ZL200480027633.6
08DC208 PCT-EP		04780742.5	EP1659933A2	
08DC208 PCT-EP D		12194288.2	EP2564768	
08DC208 PCT-IN		695/DELNP/2006		
08DC208 PCT-JP		2006-523316	2007502162	4790612
08DC208 US		10/640,980	US2005/0038330	7,529,574
08DC209 HK	Combined Drug Delivery and Analyte Sensor Apparatus (P013)	10100468.1	1133217A	
08DC209 PCT-CA		2608133		
08DC209 PCT-CN		200680016970.4	CN101495179A	ZL200680016970.4
08DC209 PCT-CN D	Lactate Sensing Intravenous Catheter	201310053203.2		
08DC209 PCT-EP		06759825.0	EP1882042	
08DC209 US02		11/382,674	US2006/0263839	
08DC210 US	Use of Multiple Data Points and Filtering in an Analyte Sensor (P014)	11/421,564	2006/0281985 A1	7,976,466
08DC211 US	Transcutaneous Introducer Assembly Set	11/468,673	US2007/0060801 A1	
08DC212 PCT-CA	Method and Apparatus for Background Current Arrangements for a Biosensor	2630287		
08DC212 PCT-EP (P016)		06838126.8	1951116	
08DC212 PCT-IN		4768/DELNP/2008		
08DC212 PCT-JP		2008-542400		
08DC212 US01		11/559,521	US2007/0135696-A1	7,729,737
08DC212 US01 N		12/758,638	US-2010-0198031-A1	7,970,449
08DC213 AU	BHC134017 (see below)	2013200997		
08DC213 BR	BHC134017 (see below)	na		
08DC213 CA	BHC134017 (see below)	2,806,765		

08DC213 CN	BHC134017 (see below)	201310071281.5		
08DC213 HK		08113608.9	1122482A	HK 1122482
08DC213 HK01		13103748.4	1176264A	
08DC213 JP	BHC134017 (see below)	N/A		
08DC213 KR	BHC134017 (see below)	10-2013-0024528		
08DC213 MX	BHC134017 (see below)	MX/a/2013/002639		
08DC213 PCT-CA	Method and Apparatus for Insertion of a Sensor	2628444		
08DC213 PCT-CN		200680042115.0	CN101304697A	ZL200680042115.0
08DC213 PCT-CN D		201210238616.3	CN 102743213	
08DC213 PCT-EP		06827695.5	EP1945113	
08DC213 PCT-IN		4769/DELNP/2008		
08DC213 PCT-JP		2008-540203		
08DC213 PCT-JP D		2013-038650		
08DC213 RU	BHC134017 (see below)	2013110332		
*08DC213 US C	This continuation has been nationalized - See BHC134017	13/415,828	US2012/265042-A1	
08DC213 US01		11/558,394	US2007/0173706-A1	
08DC214 HK	Method and Apparatus for Analyte Data Telemetry (P019)	08113940.6	1122754A	
08DC214 PCT-CA		2630306		
08DC214 PCT-CN		200680043709.3	CN101312764A	
08DC214 PCT-E- DE		06838155.7		1951364
08DC214 PCT-E- FI		06838155.7		1951364
08DC214 PCT-E- FR		06838155.7		1951364
08DC214 PCT-E- GB		06838155.7		1951364
08DC214 PCT-EP		06838155.7	1951364	1951364
08DC214 PCT-IN		4767/DELNP/2008		
08DC214 PCT-JP		2008-542404		5238510
08DC214 US01		11/552,222	US2007/0118030 A1	
08DC216.1 US C	Biosensor Membrane Material	11/404,528	US2006/0183871A1	7,687,586
08DC217 PCT-CA	Shape Recognition of Hypoglycemia and Hyperglycemia	2668668		
08DC217 PCT-EP	(P023)	07854355.0	2091418	
08DC217 US		11/558,399	US2008/0114215-A1	

08DC218 PCT-CA	Method and Apparatus for Insertion of a Sensor Using an Introducer	2671847		
08DC218 PCT-EP	(P024)	07854999.5	2091407	
08DC218 US01		11/952,033	US2008/0139903-A1	
08DC219 HK	Responsible Biosensor Assembly and Method (P025)	10107631.8	1141217A	HK1141217
08DC219 HK01		12113457.5	1172532A	
08DC219 PCT-BR		PI0720701-8		
08DC219 PCT-CA		2674033		
08DC219 PCT-CN		200780049103.5	CN101646387A	ZL200780049103.5
08DC219 PCT-CN D		201110459287.0	CN102525486A	
08DC219 PCT-EP		07870137.2	2099362	
08DC219 PCT-IN		1209/MUMNP/2009	1209/MUMNP/2009A	
08DC219 PCT-JP		2009-544908	2010-514536	
08DC219 PCT-MX		MX/a/2009/007125	MX/a/2009/007125	310464 (not yet rec'd)
08DC219 PCT-NO		20092800		
08DC219 US01		11/966,685	US2008-0161656-A1	
08DC220 PCT-EP	Method and Apparatus for Managing Glucose Control (P026)	07868857.9	2087356	
08DC220 US01		11/689,745	20080125636	8,079,955
08DC222 PCT-E-DE	Analyte sensing device having one or more sensing electrodes	08745118.3		602008021546.6
08DC222 PCT-EP	(P028)	08745118.3	EP2142096	2142096
08DC222 US01		12/062,969	US2008-0249383-A1	
08DC223 PCT-EP	Method and Apparatus for Treating Skin Prior to Biosensor Insertion	08834110.2	EP2194849	
08DC223 US01	(P029)	12/238,260	US-2009-0082648-A1	
08DC225 HK	Method and Apparatus for Trend Alert Calculation and Display	10110745.5	1144366A	HK1144366
08DC225 PCT-CA	(P031)	2678075		
08DC225 PCT-CN		200880014822.8	CN101711120A	ZL200880014822.8
08DC225 PCT-EP		08755610.6	EP2157904	
08DC225 US01		12/120,400	US-2008-0287755-A1	
08DC226 PCT-EP	Long-Term Implantable Biosensor (P033)	09826601.8	2355705	
08DC226 PCT-US		13/127,708	US-2011-0282172-A1	
08DC226 WO		PCT/US09/063760	WO 2010/056624	

08DC229 HK	Analyte Sensor Subassembly and Methods and Apparatuses for Inserting an Analyte Sensor Associated with Same (P037)	11112465.8	1158046A	
08DC229 PCT-BR		PI0909361-3		
08DC229 PCT-CA		2718265		
08DC229 PCT-CN		200980109493.X	CN102065764A	
08DC229 PCT-EP		09722446.3	2254471	
08DC229 PCT-IN		6361/DELNP/2010		
08DC229 PCT-JP		2011-500912	2011-514233	
08DC229 PCT-MX		MX/a/2010/010104	N/A	
08DC229 PCT-RU		2010142273	RU2012142273	
08DC229 US01		12/405,985	Us-2009-0234212-A1	8,483,792
08DC232 HK	Radio Frequency Telemetry Protocols (P040)	12103095.4	1162777A	
08DC232 PCT-BR		PI0916883-4		
08DC232 PCT-CA		2735147		
08DC232 PCT-CN		200980142684.6	CN102204122A	
08DC232 PCT-EP		09810605.7	2321917	
08DC232 PCT-IN		1292/DELNP/2011		
08DC232 PCT-JP		2011-525211	2012-501607	
08DC232 PCT-MX		MX/a/2011/002097	MX/a/2011/002097	308626 (not yet rec'd)
08DC232 PCT-RU		2011111396	RU2011111396A	
08DC232 US01	Filed as METHOD AND SYSTEM FOR COMMUNICATION BETWEEN WIRELESS DEVICES	12/549,005	US-2010-0052899-A1	
08DC232 WO		PCT/US09/055241	WO2010/025289 A2	
09DC039 PCT-CA	Enhance selectivity of CGM sensor by phenol crosslink (P043)	2797982		
09DC039 PCT-EP	Enhance selectivity of CGM sensor by phenol crosslink	11781387.3	2569621	
09DC039 US01	Enhance selectivity of CGM sensor by phenol crosslink	13/107,816	US-2012-0067734	
09DC039 WO	Phenol Crosslink for Sensor Membrane	PCT/US2011/036538	WO2011/143627	
08DC203 US01	Analyte Sensors	10/342,144		7,228,162
08DC203.1 US01	Methods for Analyte Sensing and Measurement	10/694,264		7,120,483

08DC203.2 US01	Methods for Analyte Sensing and Measurement	12/248,782	RE43187
08DC206 US01	Easy-to-Use Multi-Use Body Fluid Specimen Collection and Analyte Sensing Assembly	10/463,848	7,862,519
08DC207 US01	Multiple Use Analyte Sensing Assembly	10/464,820	7,225,008
	Electrochemical Impedance Spectroscopy Enabled Continuous Glucose Monitoring Sensor Systems	12/857,116	US-2011-0040163
BHC104014 US01	Using BGM reading to back calculate CGM reading - US Utility filed as Back Calibration for Sensor Data (P047)	13/469,529	US-2012-0289804
BHC104014 WO	Nationalization due 11/11/2013	PCT/US2012/037487	WO2012/155032A2
BHC104026 US01	Continuous Detection of Contamination at Contacts of Continuous Blood Glucose Monitoring Sensor - filed as "Detection of Contamination at Sensor Contacts" (P046)	13/447,152	US-2013-0018597-A1
BHC104026 WO	Nationalization due 10/14/2013	PCT/US2012/033691	WO2012/142536
BHC124016 US	Transimpedance Integrator for Continuous Blood Glucose Monitoring - Provisional Application filed as "Integrators for Sensor Applications" -	61/745,178	
BHC124016 US01	US Utility filed as - Intergators for Sensor Applications - Transimpedance Integrator for Continuous Blood Glucose Monitoring	13/787502	
*BHC134017 AU	Method and Apparatus for an Insertion of a Sensor	2013200997	
BHC134017 BR	*This family is the nationalization of 08DC213 US C	BR1020130054453	
BHC134017 CA		2,806,765	
BHC134017 CN		201310071281.5	
BHC134017 EP		13156346.2	
BHC134017 IN		510/DEL/2013	
BHC134017 JP		2013-045553	

BHC134017 KR
BHC134017 MX
BHC134017 RU
*08DC213 US C

Method and Apparatus for an
Insertion of a Sensor

10-2013-0024528
MX/a/2013/002639
2013110332
13/415,828

US2012/265042-A1

Trademarks as follows:

Trademark	Country	Int'l Class	Appln. No.	Reg. No.	Reg. Date	Goods	Registered Owner	TMID (internal reference)
GLYCEMIC SIGNATURE	China	10	6286017	6286017	28 Jan 2010	Medical apparatus and instruments; handheld blood glucose monitor for medical purpose (with the software installed and for monitoring, analyzing and reporting blood glucose). Medical apparatus and instruments (with the software installed and for sending	iSense Corporation	409672
GLYCEMIC SIGNATURE	China	9	6286016	6286016	28 Mar 2010	Data processing apparatus (for use in monitoring, analyzing and reporting blood glucose levels, with computer hardware and programs). Monitors (computer hardware, for use in monitoring, analyzing and reporting blood glucose levels). Computer peripheral	iSense Corporation	409669
GLYCEMIC SIGNATURE	European Union	41527	6328553	6328553	22 Aug 2008	(9) Software; software sold together with medical apparatus for sensing and monitoring blood glucose levels; computer hardware; data management systems consisting of computer hardware and computer programs for use in monitoring, analyzing and reporting bl	iSense Corporation	409636

PATENT

REEL: 034517 FRAME: 0799

GLYCEMIC SIGNATURE	India	41527	1603501	1603501	31 Jan 2011	(9) Computer hardware; data management systems consisting of computer hardware and computer programs for use in monitoring, analyzing and reporting blood glucose levels; computer programs for monitoring, analyzing and reporting of data related to blood glucose levels	iSense Corporation	409673
GLYCEMIC SIGNATURE (and device)	China	10	5963815	5963815	14 Nov 2009	Medical apparatus and software sold together as a unit for sensing and monitoring blood glucose levels	iSense Corporation	409702
GLYCEMIC SIGNATURE (and device)	European Union	41527	5832746	5832746	27 Mar 2008	(9) Software; software sold together with medical apparatus for sensing and monitoring blood glucose levels (10) Medical apparatus; medical apparatus sold together with software for sensing and monitoring blood glucose levels	iSense Corporation	409674
GLYCEMIC SIGNATURE (and device)	Japan	41527	2007-024815	5082361	05 Oct 2007	(9) Software for medical apparatus for sensing and monitoring blood glucose levels (10) Medical apparatus for sensing and monitoring blood glucose levels	iSense Corporation	409700
INTUNE PATENT	Canada	41404	1502954			Class 5: Medical diagnostic reagents for the analysis of body fluids. Class 10: Medical diagnostic instruments for the analysis of body fluids; medical devices for obtaining body fluid samples.	Bayer HealthCare LLC	433638

INTUNE	European Union	41404	9506239	9506239	26 Apr 2011	Class 5: Medical diagnostic reagents for the analysis of body fluids. Class 10: Medical diagnostic instruments for the analysis of body fluids; medical devices for obtaining body fluid samples.	Bayer HealthCare LLC	433639
INTUNE	Israel	41404	233514	233514	02 Nov 2011	Class 5: Medical diagnostic reagents for the analysis of body fluids. Class 10: Medical diagnostic instruments for the analysis of body fluids; medical devices for obtaining body fluid samples.	Bayer HealthCare LLC	433666
INTUNE	Switzerland	41404	62123/2010	615033	09 May 2011	Class 5: Medical diagnostic reagents for the analysis of body fluids. Class 10: Medical diagnostic instruments for the analysis of body fluids; medical devices for obtaining body fluid samples.	Bayer HealthCare LLC	433665
INTUNE	United States of America	41404	85/170574			Class 5: Medical diagnostic reagents for the analysis of body fluids. Class 10: Medical diagnostic instruments for the analysis of body fluids; medical devices for obtaining body fluid samples.	Bayer HealthCare LLC	433637
REAL TIME SENSE	France	10	95 563347	95/563347	17 Mar 1995	Sensors and monitors for blood and tissue analytes	iSense Corporation	409573
REAL TIME SENSE	Germany	10	395137551	39513755	07 Mar	Sensors and monitors for blood and tissue analytes	iSense Corporation	409635

PATENT

REAL TIME SENSE	United Kingdom	10	2014327	2014327	1996	Medical equipment and apparatus; medical testing equipment and apparatus; sensors and monitors for blood and tissue analysis	iSense Corporation	409572
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