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02-21-2001

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U.S. Department of Commerce
Patent and Trademark Office
PATENT

1036 U.S. P.T.O.
09/775137

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- ☒ **New**
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- ☐ **Correction of PTO Error**
Reel # Frame #
- ☐ **Corrective Document**
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Conveyance Type

- ☒ **Assignment** ☐ **Security Agreement**
- ☐ **License** ☐ **Change of Name**
- ☐ **Merger** ☐ **Other**
- U.S. Government**
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- ☐ **Departmental File** ☐ **Secret File**

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Name (line 1) Execution Date Month Day Year

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Execution Date
Month Day Year

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 011515 FRAME: 0352

Correspondent Name and Address

Area Code and Telephone Number **713-220-4168**

Name **Anthony F. Matheny**

Address (line 1) **Andrews & Kurth L.L.P.**

Address (line 2) **600 Travis, Suite 4200**

Address (line 3) **Houston, Texas 77002**

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

3

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved. # **1**

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ **40.00**

Method of Payment:
Deposit Account

Enclosed ☒ Deposit Account ☒

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # **01-1945**

Authorization to charge additional fees:

Yes ☒ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Anthony F. Matheny
Name of Person Signing


Signature

2/1/01
Date

ASSIGNMENT

WHEREAS, I, Michael H. Heggeness, a citizen of the United States of America, residing in Houston, Texas, (herein called "Assignor") is the sole inventor of a certain new and useful invention entitled Methods and Devices for Intraosseous Nerve Ablation (herein called the "Invention"); and

WHEREAS, Assignor is an employee (herein called "College Personnel") of BAYLOR COLLEGE OF MEDICINE, a non-profit corporation duly organized and existing under and by virtue of the laws of the State of Texas, and having a principal place of business at Texas Medical Center, One Baylor Plaza, Houston, Texas 77030 (herein called "Assignee");

WHEREAS, Assignor represents that he is the sole and only inventor of the Invention and that the Invention was made, conceived and/or reduced to practice while Assignor was serving in his position as College Personnel of Assignee;

WHEREAS, Assignee is desirous of acquiring and Assignor is desirous of assigning to Assignee all rights to said Invention under the terms and provisions of the policy on Inventions and Patents adopted by the Board of Trustees of Baylor College of Medicine ("Baylor's Patent Policy");

WHEREAS, this assignment is preparatory to a contemplated further licensing by Assignee of the Invention to a corporation or other entity for commercialization of the Invention;

WHEREAS, Assignor acknowledges that he is assigning his right as part of his obligations as College Personnel, their use of the facilities of Assignee to make the Invention and his desire to receive consideration under the Baylor Patent Policy;

NOW, THEREFORE, Assignor, for and in consideration of the benefits to be accorded including payments to be made to, or equity to be received by Assignor under Baylor's Patent Policy and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby SELL, ASSIGN and CONVEY unto Assignee, under the terms and conditions of Baylor's Patent Policy all of Assignor's rights throughout the world in and to:

- 1. Said Invention;**
- 2. United States of America patent application on said Invention filed concurrently;**
- 3. United States of America Provisional Patent Application Serial No. 60,179,959, filed February 3, 2000 and entitled Methods and Devices for Intraosseous Nerve Ablation, from which the concurrently filed patent application claims priority;**
- 4. All applications for patent or like protection on said Invention that have now been or**

may in the future be filed by Assignor or his legal representatives, whether in the United States of America or any other country or place anywhere in the world;

5. All patents and like protection that have now been or may in the future be granted on said Invention to Assignor or his legal representatives, whether in the United States of America or in any other country or place anywhere in the world;

6. All substitutions for and divisions, continuations, renewals, reissues, extension, and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future law or statutes;

7. All rights of action on account of past, present and future unauthorized use of said Invention and for infringement of said patents and like protection;

8. The right to Assignee to file, in Assignor's name, applications for patents and like protection for said Invention in any country or countries foreign to the United States; and

9. All international rights or priority associated with said Invention, applications, patents and like protection.

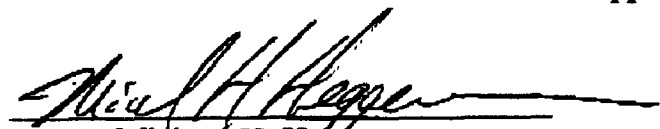
Assignor covenants that Assignor, his heirs, legal representatives, assigns, administrators, and executors will, at the expense of Assignee, its successors and assigns, execute all papers and perform such other acts as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Assignment.

This assignment of the Invention is intended to be part of an integrated plan to transfer by means of license or otherwise the Invention to a corporation or other entity for commercialization of the Invention pursuant to the terms of the Baylor Patent Policy. All payments made to, or equity received by, Assignor from any corporation or other entity commercializing the Invention shall be in exchange for Assignor's assignment of the Invention hereunder and pursuant to Assignor's rights under the Baylor Patent Policy.

The U.S. Commissioner of Patents and Trademarks is hereby requested to issue U.S. Letters Patent in accordance with this Assignment.

The Patent Offices throughout the world are requested to issue Letters Patent in accordance with this Assignment.

EXECUTED on the date indicated below opposite my signature.

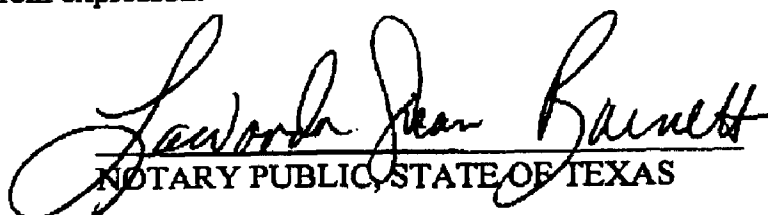

Michael H. Heggeness
Inventor

DATE: 1/19/01

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this 19th day of January, 2001, personally appeared Michael H. Heggeness, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.




NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires: