

05-07-2002



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To the Honorable Commissioner of Patents

...ed original documents or copies thereof

Regents of the University of Minnesota

Patents and Technology Marketing  
200 Oak Street, S.E. Suite 450  
Minneapolis MN 55455-2070

4-22-02

Additional name(s) of conveying party(ies) attached?

Yes  No

2. Name and address of receiving party(ies):

Name: Implantable Devices Limited Partnership

Internal Address:

Street Address: 1630 Edgecumbe Road

City: St. Paul State: MN ZIP: 55116

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other  Exclusive License Agreement

Execution Date: December 29, 2000

4. Application number(s) or patent number(s)

If this document is being filed together with a new application, the execution date of the application is :

A. Patent Application No.(s)

B. Patent No.(s) 4,439,181; 4,610,658; 4,657,536; 4,705,503; 4,725,207; 4,846,806; 5,073,094; 5,203,770; 4,536,179

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Hughes & Luce, L.L.P.

Internal Address: Peter R. Lando, Esq.

Street Address: 1717 Main Street Suite 2800

City: Dallas State: TX ZIP: 75201

6. Total number of applications and patents involved: .....

16

7. Total fee (37 CFR 3.41):..... \$ 640.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501343

(Attach duplicate copy of this page if paying by deposit account)

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9. 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.

Christopher A. Munns

Name of Person Signing

Chris Munns  
Signature

4/22/02  
Date

05/06/2002 TDIAZ1 00000247 501343 4439181

Total number of pages including cover sheet: 6

FC:581 640.00 CH

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Published by THE BUREAU OF NATIONAL AFFAIRS, INC., Washington, D.C. 20037

Additional Patent Nos.:

4,657,530

4,705,501

4,718,893

4,772,263

4,943,560

5,120,312

5,290,263

## INTELLECTUAL PROPERTY AGREEMENT

This intellectual property transfer agreement (this "Agreement") is made and entered into to be effective as of December 29<sup>th</sup>, 2000, by and between Implantable Devices Limited Partnership, a Minnesota limited partnership ("IDP") and the Regents of the University of Minnesota, a non-profit corporation of the State of Minnesota (the "University").

WHEREAS, IDP is successor-in-interest to Implantable Devices, Inc. ("IDI") and is currently a party to a license agreement, dated October 13, 1988, originally by and between Implantable Devices, Inc. and the University (the "IDI-University License Agreement"),

WHEREAS, IDP and the University desire to terminate the IDI-University License Agreement in favor of this Agreement to facilitate the Asset Purchase Agreement referenced below,

WHEREAS, Advanced Neuromodulation Systems, Inc. ("ANS") and IDP, IDI, and ESOX Technology Corporation ("ESOX") and the shareholders of IDI and ESOX, Henry Buchwald, John Hoeschler, Thomas Rohde, and Bruce Wigness, desire to execute an Asset Purchase Agreement to effect the transfer of certain assets to ANS on a date on which all conditions of the Asset Purchase Agreement are satisfied or waived ("Closing Date"), but in no event later than January 2, 2001,

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

2. In consideration of IDP's commitment in Paragraph 1 of this Agreement and the shares of stock deliverable to the University, the University agrees to and does hereby grant IDP an exclusive, irrevocable, world-wide, paid-up license, which includes the right to sublicense these rights to others, to make, have made, use, lease, sell, have sold, or otherwise dispose of any product or process implicitly or expressly disclosed within the Patents (collectively the "Inventions") set forth in Exhibit

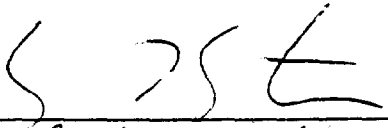
A. The license hereby granted by this Agreement is subject to a reserved non-exclusive, non-transferable right in the University to use the Inventions in teaching and research, but not otherwise. The right retained by the University is limited to use by University personnel and in University facilities and does not allow the University to commercialize the Inventions or otherwise exploit the Inventions for further financial gain.

IDP:

Implantable Devices Limited Partnership  
1630 Edgcumbe Rd.  
St. Paul, Minnesota 55116

IN WITNESS WHEREOF, the University and IDP have caused this Agreement to be executed by their duly authorized officers on the dates indicated.

The Regents of the University of Minnesota



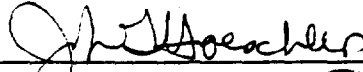
By: Anthony L. Strauss

Its: Acting Assistant VP  
Patents + Tech. Mktg.

612-624-0869

Implantable Devices Limited Partnership

Implantable Devices Inc., D.P.



By: JOHN G. HOESCHLER

Its: VP

**EXHIBIT A**

“Patents” shall mean the following patents, including any reexaminations certificates, reissues, and the like of the same:

U.S. Letters Pat. No. 4,439,181

U.S. Letters Pat. No. 4,536,179

U.S. Letters Pat. No. 4,610,658

U.S. Letters Pat. No. 4,657,530

U.S. Letters Pat. No. 4,657,536

U.S. Letters Pat. No. 4,705,501

U.S. Letters Pat. No. 4,705,503

U.S. Letters Pat. No. 4,718,893

U.S. Letters Pat. No. 4,725,207

U.S. Letters Pat. No. 4,772,263

U.S. Letters Pat. No. 4,846,806

U.S. Letters Pat. No. 4,943,560

U.S. Letters Pat. No. 5,073,094

U.S. Letters Pat. No. 5,120,312

U.S. Letters Pat. No. 5,203,770

U.S. Letters Pat. No. 5,290,263

European Patent No. EP 0291509  
(Designated states: AT, FR, DE, IT, GB)

European Patent No. EP 0456748  
(Designated states: AT, FR, DE, IT, GB)

Japanese Patent No. 2528920