

Further, I (WE) agree that I (WE) will communicate to said ASSIGNEE or its (his) representatives any facts known to me (us) respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute, renewal and reissue applications, execute all necessary assignment papers to cause any and all of said Letter Patent to be issued to said ASSIGNEE, make all rightful oaths, and, generally do everything possible to aid said ASSIGNEE, its (his) successors and assigns, to obtain and enforce proper protection for said invention in the United States and its territorial possessions and in any and all foreign countries.

The undersigned hereby grant(s) the firm of Oblon, Spivak, McClelland, Maier & Neustadt, P.C. of 1940 Duke Street Alexandria, Virginia 22314 the power to insert on this assignment any further identification, including the application number and filing date, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Date: Feb. 4, 2004

Tsuyoshi Komaki
(Signature of Inventor) Tsuyoshi KOMAKI

Date: Feb. 4, 2004

Mamoru Usami
(Signature of Inventor) Mamoru USAMI

Date: _____

(Signature of Inventor)

Date: _____

(Signature of Inventor)

Date: _____

(Signature of Inventor)

Date: _____

(Signature of Inventor)

Date: _____

(Signature of Inventor)

Date: _____

(Signature of Inventor)

OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.
ATTORNEYS AT LAW
1940 DUKE STREET
ALEXANDRIA, VIRGINIA 22314

03/03

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Kevin H. Franck	10/06/2004
RECEIVING PARTY DATA	
Name:	The Children's Hospital of Philadelphia
Street Address:	34th Street and Civic Center Boulevard
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10945347
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Total Attachments: 3	
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CH \$40.00 10945347

ASSIGNMENT OF INVENTION

WHEREAS, I, **KEVIN H. FRANCK**, residing in Bala Cynwyd, PA, hereafter referred to as **INVENTOR**, have made a certain new and useful invention in METHODS FOR PROGRAMMING A NEURAL PROSTHESIS and have filed an application on September 20, 2004 with Attorney Docket Number T1118/20110 for Letters Patent of the United States based thereon;

WHEREAS, I, **KEVIN H. FRANCK**, am associated with **THE CHILDREN'S HOSPITAL OF PHILADELPHIA** as an employee of **THE CHILDREN'S HOSPITAL OF PHILADELPHIA**;

WHEREAS, **THE CHILDREN'S HOSPITAL OF PHILADELPHIA**, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania and having an office and place of business at 34th Street & Civic Center, Boulevard, Philadelphia, Pennsylvania 19104, is desirous of acquiring the entire right, title and interest in and to the invention and all improvements thereon which may be made, conceived or acquired by **INVENTOR** during the course of his association with **THE CHILDREN'S HOSPITAL OF PHILADELPHIA**, aforesaid and for one year thereafter, in and throughout the United States, its territories and all countries foreign thereto, and in and to said application for Letters Patent, and in and to any and all utility patent applications and Letters Patents which have been granted or may be granted on said invention or any part thereof in the United States of the United States and all countries foreign thereto, and in and to any and all divisional, continuing, substitute, renewal and all other applications for Letters Patent, and in and to all original and reissued patents which have been or shall be issued in the United States of the United States and all countries foreign thereto on said invention and any international priority rights associated therewith.

NOW, THEREFORE, IN CONSIDERATION of one or more of the following: (i) my continued employment at **THE CHILDREN'S HOSPITAL OF PHILADELPHIA** including its Joseph Stokes, Jr. Research Institute (collectively, "**THE CHILDREN'S HOSPITAL OF PHILADELPHIA**"); (ii)

my continued participation in research at **THE CHILDREN'S HOSPITAL OF PHILADELPHIA**;
 (iii) my continued access to **THE CHILDREN'S HOSPITAL OF PHILADELPHIA** facilities, funds,
 and other resources; and/or (iv) my continued opportunity to share in royalties and other inventor/author
 rights outlined in **THE CHILDREN'S HOSPITAL OF PHILADELPHIA**'s current "Patent
 Policy"(the "Patent Policy"), and intending to be legally bound, hereby agree to be legally bound by
 the Patent Policy and all of its terms conditions, wherein the receipt of such consideration is hereby
 acknowledged; **INVENTOR** by these presents does hereby sell, assign and transfer unto the said **THE
 CHILDREN'S HOSPITAL OF PHILADELPHIA** the entire right, title, and interest in and
 throughout the United States, its territories and all countries foreign thereto and in and to said
 application, and in and to any and all utility patent applications and Letters Patents which have been
 granted or may be granted on said invention or any part thereof in the United States of the United States
 and all countries foreign thereto, and in and to any and all divisional, continuing, substitute, renewal
 and all other applications for Letters Patent, and in and to all original and reissued patents which have
 been or shall be issued in the United States of the United States and all countries foreign thereto on said
 invention and any international priority rights associated therewith;

TO BE HELD AND ENJOYED by the said **THE CHILDREN'S HOSPITAL OF
 PHILADELPHIA** and its legal representatives and assigns to the full ends of the terms for which said
 Letters Patent, or any of them, have been granted as fully and entirely as the same would have been held
 and enjoyed by **INVENTOR** had no sale and assignment of said interest been made; and **INVENTOR**
 does hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all
 Letters Patents which may be granted upon the said application above referred to, or him or upon said
 invention or any part thereof, to **THE CHILDREN'S HOSPITAL OF PHILADELPHIA**, and
INVENTOR hereby agrees for himself, his heirs, executors and administrators, to execute without

further consideration, any further legal documents and any further assignments and any releases, reissues, renewals or other application for Letters Patents that may be deemed necessary by **THE CHILDREN'S HOSPITAL OF PHILADELPHIA**, to fully secure to **THE CHILDREN'S HOSPITAL OF PHILADELPHIA**, its interest as aforesaid in and to said invention or any part thereof and in and to several Letters Patent or any of them.

INVENTOR does hereby covenant for himself and his legal representatives, and agree with **THE CHILDREN'S HOSPITAL OF PHILADELPHIA** and its legal representatives, that **INVENTOR** have granted no license to make or sell the said invention, that prior to the execution of this deed our right, title and interest in the said invention has not been encumbered, that **INVENTOR** then had good right and title in and to the invention and that **INVENTOR** has not executed and will not execute any instrument in conflict therewith.

IN WITNESS WHEREOF, I, **KEVIN H. FRANCK**, intending to be legally bound, have hereunto affixed my hand and seal this 6th day of October 2004.



KEVIN H. FRANCK

COMMONWEALTH OF PENNSYLVANIA :
CITY OF Philadelphia : ss.

Before me personally appeared said **KEVIN H. FRANCK** and acknowledged the foregoing instrument to be his free act and deed this 6th day of October 2004.

 (SEAL)
Notary Public
My Commission Expires: 7/18/05

Notarial Seal
Michelle McSorley, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires July 18, 2005

Member, Pennsylvania Association of Notaries