

6/4/04

06-14-2004



Form PTO-1595 (Rev. 03/01) **RECC** **102765294** **PATENTS ONLY** U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):  
 Tamir B. David (02/23/2004), Shai Ayal (02/23/2004), Omry B. Ezra (02/24/2004), and Ehud Cohen (02/22/2004)

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
 Name: BIOCONTROL MEDICAL LTD.  
 Internal Address: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 3 Giron Street  
 56100 Yehud  
 ISRAEL  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Additional name(s) & address(es) attached:  Yes  No

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
 Execution Date: see Box 1, conveying parties

4. Application number(s) or patent number(s):  
 If this document is being filed together with a new application, the execution date of the new application is: \_\_\_\_\_  
 A. Patent Application No.(s):  
 10/719,659  
 B. Patent No.(s): \_\_\_\_\_  
 Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: S. Peter Ludwig  
DARBY & DARBY P.C.  
 Internal Address: Atty. Dkt.: 06727/100J782-US4  
 Street Address:  
P.O. Box 5257  
 City: New York State: NY Zip: 10150-5257

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account  
 Authorized to be charged to credit card (Form 2038 enclosed)

8. Deposit account number: 04-0100  
 (Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

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.*

S. Peter Ludwig - 25,351 [Signature] June 3, 2004  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 5

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 01 FC:80E1 40.00 DP

Attorney Docket No.: 06727/100J782-US4

**ASSIGNMENT**  
(Individuals to Company)

I, Tamir Ben David, a citizen of Israel, residing at 15 Mordechai Zaira Street, Tel-Aviv;

I, Shai Ayal, a citizen of Israel, residing at 9 Degania Street, Jerusalem;

I, Omry Ben Ezra, a citizen of Israel, residing at 23 Tura Street, Jerusalem; and

I, Ehud Cohen, a citizen of Israel, residing at 8 HaCarmel Street, Ganei Tikva 55900

and each of us, if more than one person is identified above (hereinafter "ASSIGNOR") in consideration of the sum of Ten Dollars (\$10.00), or the equivalent thereof, and other good and valuable consideration, the sufficiency of which and receipt of which are hereby acknowledged, paid to ASSIGNOR by

**Biocontrol Medical Ltd.**

a company organized under the laws of Israel, located at 3A Giron Street, Yehud 56100 (hereinafter "ASSIGNEE"), do hereby sell and assign to said ASSIGNEE, its successors and assigns, the below indicated right, title, and interest,

in and for the United States of America only, or

throughout the world,

in and to my Invention entitled:

**SELECTIVE NERVE FIBER STIMULATION FOR TREATING HEART CONDITIONS**

invented by me and described in

the specification bearing the above Attorney Docket No. and title executed by me concurrently herewith;

or

Patent Application No. 10/719,659, filed on November 21, 2003, in the United States of America.

and all patents, divisions, reissues, continuations and any extensions thereof and rights of priority therein, said interest being

my entire ownership interest

an undivided \_\_\_ percent of my entire ownership interest

in the same, to be held and enjoyed by said ASSIGNEE, its successors, assigns, or other legal representatives, to the full end of the term thereof, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made;

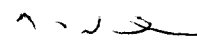
And for the consideration aforesaid, I hereby covenant and agree to and with said ASSIGNEE, its successors and assigns, that whenever ASSIGNEE, its counsel or representative, or the counsel or representative of its successors or assigns, shall advise that an amendment to, or a division of, or any other proceeding or action in connection with an application concerning said Invention, including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension of such application or patent issuing therefrom is lawful and desirable, I will sign all papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the procurement of all lawful rights associated with the Invention, or for the reissue or continuation or extension of the same, will do all acts necessary or required to secure in said ASSIGNEE, its successors and assigns, the title to and full benefit of all rights hereby assigned, without charge to said ASSIGNEE or its successors or assigns, but at its or their expense; and I hereby appoint every present or future officer of said ASSIGNEE as my agent to sign all such papers and to do all such necessary acts on my behalf, to the fullest extent permitted by law;

And I hereby authorize and request the Commissioner of Patents and Trademarks and any other granting authority to issue any Letters Patent resulting from said Invention and application(s) concerning same to said ASSIGNEE.

This assignment shall have an effective date  corresponding to the last date of execution, or  of \_\_\_\_\_.

I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that I have signed this document as my own free act and that all of the foregoing is true and correct.

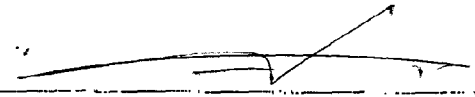
Dated: 2/23/04

  
\_\_\_\_\_  
Tamir Ben David, Inventor

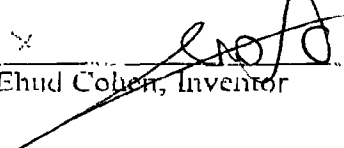
Dated: 2/23/04

  
\_\_\_\_\_  
Shai Ayal, Inventor

Dated: 24/2/2004

  
\_\_\_\_\_  
Omry Ben Ezra, Inventor

Dated: 22/2/04

  
\_\_\_\_\_  
Ehud Cohen, Inventor

ACCEPTANCE BY ASSIGNEE (for assignment of Worldwide Rights)

I hereby accept this assignment on behalf of said ASSIGNEE. I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that I am an officer of the above-identified ASSIGNEE, that I have signed this document on behalf of ASSIGNEE with the full authority of its board of directors, and that all of the foregoing is true and correct.

Dated: 2/22/04

By: Ehud Cohen  
Name: Ehud Cohen  
Title: CEO

Patent Assignment