08-02-2004

Form <b>PTO-1595</b> (Rev. 03/01)  OMB No. 0651-0027 (exp. 5/31/2002)  Tab settings ⇔ ⇔ ♥	102803	<b>304</b> , <b>▼</b>	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): 7.23.04 Anthony R. Ignagni		2. Name and address of Name: Synapse	• • • • • •
Raymond P. Onders	•	Internal Address:	
Additional name(s) of conveying party(ies) attached? 🔲 Yes 🔼 No			s
3. Nature of conveyance:			<u> </u>
Assignment	Merger	Street Address: 300 Artina St.	
Security Agreement	Change of Name	Street Address:	JO Altina St.
Other	· · · · · · · · · · · · · · · · · · ·	City: Oberlin	State: OH Zip: 44074
p 07/22/04		City	Statezipzip
Execution Date: 07/22/04		Additional name(s) & add	ress(es) attached? 📮 Yes 🛂 No
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: 07/23/04			
A. Patent Application No.(s)		B. Patent No.(s)	
Additional numbers attached? 📮 Yes 🛂 No			
5. Name and address of party to concerning document should b		6. Total number of appl	ications and patents involved: 1
Name: Gregory S. Kolocouris		7. Total fee (37 CFR 3.41)\$_40.00	
Internal Address:		Enclosed	
		Authorized to be charged to deposit account	
Firm Name: Benesch, Friedlander, Coplan & Aronoff LLP		8. Deposit account number: 02-2051	
Street Address: 2300 BP Tower			
200 Public Square			
City: Cleveland State: OF	Zip: 44114	(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.  W. Scott Harders, Reg. No. 42,629			
Name of Person Signing Signature Date			
Total number of pages including cover sheet, attachments, and documents:			

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

07/27/2004 MBELETE1 00000087 10897685 02 FC:8021 40.00

40.00 0

PATENT REEL: 015616 FRAME: 0573

## **ASSIGNMENT**

WHEREAS, We, Anthony R. Ignagni, residing at 13550 Oberlin Rd., Oberlin, OH 44074 and Raymond P. Onders, residing at 2900 Cortland Blvd., Shaker Heights, OH 44122 (hereinafter collectively referred to as "ASSIGNOR") own the entire right, title, and interest in and to an invention relating to certain new and useful improvements which is identified as follows:

## SYSTEM AND METHOD FOR CONDITIONING A DIAPHRAGM OF A PATIENT

set forth in an application for Letters Patent of the United States, which is a non-provisional application filed herewith;

WHEREAS, as used herein, "Invention" means: (a) said Patent Application; (b) any and all inventions which are disclosed and claimed in said Patent Application; (c) any and all inventions which are disclosed but not claimed in said Patent Application; (d) and any all improvements, developments, and modifications to the invention deriving from said Patent Application; (e) any and all continuations, divisions, continuations-in-part, requests for continued examination, and all other applications which claim priority to said Patent Application, including but not limited to any and all applications filed pursuant to 37 C.F.R. 1.53; and (f) any and all other applications, divisions, continuations-in-part, requests for continued examination, and all other applications, including but not limited to those applications filed under 37 C.F.R. 1.53, to which said Patent Application claims priority;

WHEREAS, Synapse Biomedical, Inc., a Delaware Corporation having its principal place of business at 300 Artino St., Oberlin OH 44074, together with any successors, legal representatives or assigns thereof (hereinafter referred to as "ASSIGNEE") is desirous of acquiring ASSIGNOR'S entire right, title and interest in and to said Invention;

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby assigns and transfers to ASSIGNEE, ASSIGNOR'S entire right, title and interest in and to said Invention, and all United States Letters Patents which may be granted thereon, and all reissues, reexaminations and extensions on said Invention, and all priority rights under all available International Agreements, Treaties and Conventions in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said Invention in any foreign countries, and all patents granted for said Invention in any foreign countries, and all reissues, reexaminations and extensions on said Invention in any foreign country, and all rights to sue for past infringement of said Invention in the United States or any other forum throughout the world; ASSIGNOR assigns and transfers to ASSIGNEE the right to file applications on the Invention in the United States and all foreign countries, and ASSIGNOR hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said Invention to ASSIGNEE in accordance with the terms of this Assignment;

> PATENT REEL: 015616 FRAME: 0574

ASSIGNOR HEREBY covenants that when requested, without charge to, but at the expense of, said ASSIGNEE, to carry out in good faith the intent and purpose of this Assignment; ASSIGNOR will disclose all facts known to him/her relating to said Invention and the history thereof; ASSIGNOR will testify in all legal proceedings, and do everything possible which ASSIGNEE shall consider desirable for aiding in securing, maintaining and enforcing proper patent and intellectual property protection for said Invention, including but not limited to executing all rightful oaths, assignments, powers of attorney and other papers, as shall be necessary, and ASSIGNOR hereby irrevocably appoints ASSIGNEE as ASSIGNOR'S attorney in fact with power to execute on ASSIGNOR'S behalf any and all documents necessary to carry out the terms of this Assignment. ASSIGNOR hereby covenants with said ASSIGNEE that ASSIGNOR has made to others no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed, and that ASSIGNOR has full right to convey his/her entire right, title and interest as herein expressed.

IN WITNESS WHEREOF, this Assignment has been executed this <u>22</u> day of <u>July</u>, 2004.

Signature: Anthony R. Ignagni

Anthony R. Ignagni

STATE OF DYGIN ) ss.

On this 22 day of 1,2004, before me appeared the person mentioned in and who signed this assignment, who acknowledged that she/he executed the same as a free act for the use and purposes therein mentioned.

SEAL

Jennifer Schmitt, Notery State of Ohio My Commission Expires; 07/02/08

Nothery Public

IN WITNESS WHEREOF, this Assignment has been executed this day of Jone, 2004.

Signature: Raymond P. Onders

STATE OF COUNTY Or Lunch day of Long, 2004, before me appeared the person mentioned in and who signed this assignment, who acknowledged that she/he executed the same as a free act for the use and purposes therein mentioned.

SEAL

MARY C. LECHNER Notary Public, State of Onlo Qualified in Cuyahoga County

Commission Expires May 23, 2009

3

Clac 1220530 Ver!