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| ached original documents or copy thereto:<br>dress of receiving party(ies):<br>vonix, Inc.<br>Technology Boulevard, Suite A |
| eman, MT 59718  |
| e(s) & address(es) attached? 🗌 Yes 🛛 No   |
| he application is:  |
| No  |
| r of applications and patents involved:<br>CFR 3.41) \$40.00  |
| ed to be charged to deposit account<br>ount number:   |
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| orrect and any attached copy is a true copy   |
| August 12, 2004   |
| Date<br>ges including cover sheet: 3  |
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PATENT REEL: 015676 FRAME: 0220 Docket No.: 54644-011

## **ASSIGNMENT**

WHEREAS WE, <u>Philip C. CORY</u>, of <u>910 Technology Boulevard</u>, <u>Suite A</u>, <u>Bozeman</u>, <u>MT 59718</u>, have made a certain new and useful invention as set forth in an application for United States Letters Patent, entitled <u>NON-INVASIVE</u>, <u>PERIPHERAL</u>, <u>NERVE MAPPING DEVICE AND METHOD OF</u> <u>USE</u>, for which an application for United States Letters Patent was filed on <u>October 1</u>, 1996, under United States Serial No. <u>08/190,394</u>; now U.S. Patent <u>5,560,372</u>.

AND WHEREAS, <u>NERVONIX</u>, <u>INC.</u>, a corporation of the State of <u>Delaware</u> and having an address of <u>910 Technology Boulevard</u>, <u>Suite A</u>, <u>Bozeman</u>, <u>Montana 59718</u> is desirous of acquiring the entire right, title and interest in and to said invention and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, I do hereby sell, assign, transfer and set over unto <u>NERVONIX</u>, <u>INC.</u>, its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention as set forth in the above-mentioned application, including the right of priority and including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention;

UPON SAID CONSIDERATIONS, I hereby agree with the said assignee that I will not execute any writing or do any act whatsoever conflicting with these presents, and that I will, at any time upon request, without further or additional consideration but at the expense of said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-inpart, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chooses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of assignor and assignee;

AND I request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention to said NERVONIX, INC., its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

Date

7/30/04

Philip C. Cory

PATENT REEL: 015676 FRAME: 0221 STATE OF <u>Montana</u> COUNTY OF <u>Gallatin</u> \_) ) SS:

On this <u>30</u> day of <u>July</u>, 20<u>4</u>, before me personally appeared <u>Philip C. Cory</u>, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

SEAL

Sue Staty Notary Public My commission expires June 34, 2007



**RECORDED: 08/12/2004**