

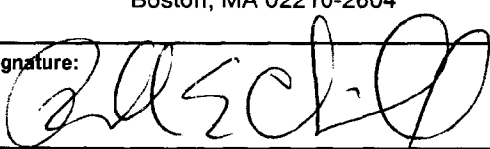
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03-04-2005



Form PTO-1595 (Rev. 09/04)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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| RE 102952944 PATENTS ONLY Attorney Docket No. 22719-56 | |
| To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below. | |
| 1. Name of conveying party(ies)/Execution Date(s): Alec Ginggen Execution Date(s): February 10, 2005 Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 2. Name and address of receiving party(ies) Name: <u>Codman Neuro Sciences Sarl</u> Street Address: Chemin-Blank 36 2400 Le Locle, Switzerland |
| 3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment | <div style="writing-mode: vertical-rl; transform: rotate(180deg);">RECEIVED - 2 APR/FINANCE - 7-33</div> |
| 4. Application or patent number(s): A. Patent Application No.(s) 10/972,980 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| 5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Nutter, McClennen & Fish LLP</u> Street Address: <u>World Trade Center West</u> <u>155 Seaport Boulevard</u> <u>Boston, MA 02210-2604</u> | 6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed is a check. |
| 8. Signature: <div style="text-align: center;"> _____ Signature</div> <div style="text-align: right;">February 28, 2005 _____ Date</div> <div style="text-align: center; margin-top: 20px;">Ronald E. Cahill _____ Name of Person Signing</div> <div style="text-align: right; margin-top: 20px;">Total number of pages including cover sheet, attachments, and documents: 3</div> | |

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ASSIGNMENT

Whereas, the undersigned, **Alec Ginggen** is the inventor of certain inventions or discoveries (or both) set forth in a patent application in the United States of America entitled:

IMPLANTABLE PUMP WITH INTEGRATED REFILL DETECTION

identified as Attorney Docket No. **22719-56** which application was filed in the United States Patent and Trademark Office on **October 25, 2004** as Application No. **10/972,980**, and

Whereas, **Codman Neuro Sciences Sàrl**, a corporation organized under the laws of Switzerland having a place of business at **Chemin-Blank 36, 2400 Le Locle, Switzerland**, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said patent application, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, reissue, re-examination and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;
5. Bind our heirs, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and

particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

Date: 1-FEB-05


Signature of: Alec Ginggen

Witness

Witness

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LEGALIZATION

Jean-Philippe Kernen, notary public of the Canton of Neuchâtel, Switzerland, with office at La Chaux-de-Fonds certifies that the foregoing signature was written in his own hand by Mr Alec Joël Ginggen, son of Serge, born at November 26, 1972, from Lausanne, in Müntschemier, Switzerland, who is competent to act and known to the notary personally. Certified at the office of the notary public on February, ten, twenty-two, two thousand and five (February, 10, 2005)
RGV 130, Nr 14

