

Docket No.: 4004.11-1

FORM PTO-1585 (Modified)
(Rev. 03-01)
OMB No. 0651-0027 (exp. 5/31/2002)
PC8/REV03

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1. Name of conveying party(ies):
MIR A. IMRAN

2. Name and address of receiving party(ies):

Name: INTRAPACE, INC.

Internal Address: _____

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Street Address: 1390 WILLOW ROAD

City: MENLO PARK State: CA ZIP: 94545

Execution Date: JANUARY 4, 2006

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

10/691,735

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: SUSAN M. SCHMITT (REG. NO. 34, 427)

Internal Address: _____

PETERS, VERNY, JONES, SCHMITT & ASTON LLP

Street Address: 425 SHERMAN AVENUE, SUITE 230

City: PALO ALTO State: CA ZIP: 94306

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

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16-1331

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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.

SUSAN M. SCHMITT

Name of Person Signing

Signature

JANUARY 25, 2006

Date

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

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PATENT

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4004.11-1

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT, made this 4th day of January, 2008, by Mir A. Imran residing at Los Altos Hills, CA (Hereinafter referred to as Assignor).

WHEREAS, Assignor has invented certain new and useful improvements in GASTROINTESTINAL STIMULATION DEVICE, set forth in an Application for Letters Patent of the United States Serial No.10/691,735, filed October 22, 2003; and

WHEREAS, IntraPace, Inc., a corporation organized under and pursuant to the laws of Delaware having its principal place of business at 1390 Willow Rd., Menlo Park, California, California 94545 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

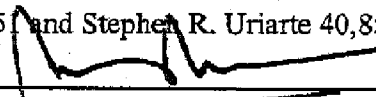
AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to

Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same is unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

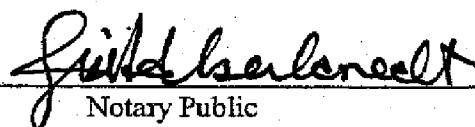
AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document: Susan M. Schmitt Attorney at Law 34,427; Howard M. Peters 29,202; Hana VERNY 30,518; and Allston L. Jones 27,906, David J. Aston 28,051 and Stephen R. Uriarte 40,854.



Mir A. Imran

Date: 1-4-2006
United States of America
State of California
County of San Mateo

On this 4th day of January, 2006, before me, personally came Mir A. Imran, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same:



Notary Public

