

Docket No.: 4004.10-16

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0651-0027 (exp. 5/31/2002)
P09/REV03

RECORDATION FORM COVER SHEET

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1. Name of conveying party(ies):
**MIR A. IMRAN
OLIVIER K. COLLIQU
TED W. LAYMAN**

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

2. Name and address of receiving party(ies):
Name: **INTRAPACE, INC.**
Internal Address: _____
Street Address: **1390 WILLOW ROAD**
City: **MENLO PARK** State: **CA** ZIP: **94545**

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **01/04/2006; 01/16/2006; 01/17/2006**

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)
11/256,264

Additional numbers attached? Yes No

B. Patent No.(s)

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

8. Deposit account number:
16-1331

(Attach duplicate copy of this page if paying by deposit account)

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**

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.
SUSAN M. SCHMITT
Name of Person Signing

Susan Schmitt
Signature

JANUARY 25, 2006
Date

Total number of pages including cover sheet, attachments, and document: **7**

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PATENT

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT, made this 1/4/06; 1/16/06; 1/17/06 day of _____, 2005, by Mir A. Imran residing at Los Altos Hills, CA, Olivier K. Colliou, residing in Los Gatos, CA, and Ted W. Layman, residing in Park City, UT (Hereinafter referred to as Assignors).

WHEREAS, Assignors have invented certain new and useful improvements in GASTRIC STIMULATION ANCHOR AND METHOD, set forth in an Application for Letters Patent of the United States Serial No. 11/256,264, filed October 21, 2005; 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, Assignors have 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 Assignors, had this sale and assignment not been made.


AND for the same consideration, Assignors hereby represent and warrant 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, Assignors are 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 Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors 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 Assignors hereby request 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 Assignors hereby grant 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; Allston L. Jones 27,906; David J. Aston 28,051 and Stephen R. Uriarte 40,854.



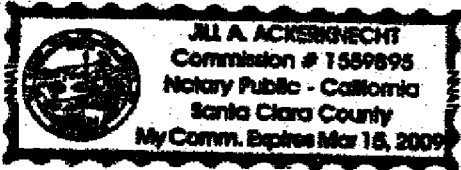
Mir A. Imran

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

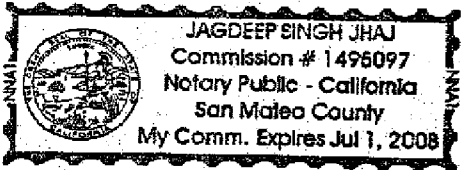


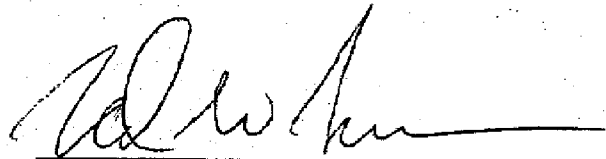
O Colliou
Olivier K. Colliou

Date: 1-16-06
United States of America
State of CA)
County of San Mateo)

On this 16th day of January, 2006, before me, personally came Olivier K. Colliou, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same:

[Signature]
Notary Public

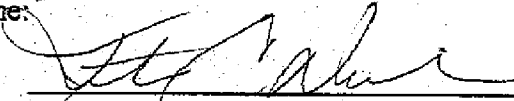




Ted W. Layman

Date: 17 JAN 2005
United States of America
State of UTAH)
County of SALT LAKE)

On this 17th day of January, 2005, before me, personally came Ted W. Layman, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same:



Notary Public

