

01-25-2006

U.S. Department of COMMERCE
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103164475

12637/120

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):

Sandra Machado, Andre Machado and Ali Rezai

Execution Date(s) **November 14, 2005**

Additional name of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: **The Cleveland Clinic Foundation**

Internal Address: _____

Street Address: **9500 Euclid Avenue**

City: **Cleveland,**

State: **Ohio**

Country: **USA**

Zip: **44195**

Additional Name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Patent Application No.(s)
11/222,773

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Zeba Ali**

Internal Address: _____

KENYON & KENYON

Street Address: _____

1500 K Street, N.W.

City: **Washington, DC 20005**

State: **Washington, DC** Zip: **20005**

Phone Number: **202 220 4200**

Fax Number: **202 220 4201**

Email Address: **zali@kenyon.com**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 1.21(h) & 3.41) **\$ 40.00**

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____

Expiration Date

01/25/2006 **MUELLER 00000009 110600**

b. Deposit Account Number **11-0600**

Authorized User Name **KENYON & KENYON**

9. Signature :

Zeba Ali, Reg. # 51,392

1-22-06
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents

6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT

WHEREAS, we,

Sandra **MACHADO**
R. Piavi 686 apt. 11
Sao Caetanodo Sul
Sao Paulo, Brazil 09541-1150
Citizenship: Brazil

Andre **MACHADO**
Rua Maranhao 531 apto 121
01240-903 Sao Paulo – SP
Brazil
Citizenship: Brazil

Ali **REZAI**
28 Haskell Drive
Bratenahl, Ohio 44108
Citizenship: United States of America

have made new and useful improvements in **METHODS AND SYSTEMS OF ACHIEVING HEMODYNAMIC CONTROL THROUGH NEUROMODULATION** for which an application for Letters Patent was filed on September 12, 2005 and accorded Serial No. 11/222,773.

WHEREAS, **THE CLEVELAND CLINIC FOUNDATION**, a corporation, having its principal place of business at **9500 Euclid Avenue, Cleveland, Ohio 44195, USA**, (hereinafter "ASSIGNEE") is desirous of acquiring the entire right, title and interest in and to said application and the invention therein described and claimed, and to any Letters Patent that may be granted therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, in consideration for One U.S. Dollar (U.S. \$1.00) and other valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservations:

1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to any inventions and discoveries described in said application, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in any and all countries, including all divisional, renewal, reissue, re-examination, substitute, continuation, international, foreign 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, 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 for 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 an 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 conveyed to others any right, title, or interest 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; that we have good right to assign the same to Assignee without encumbrance; and that we are ware of no claim to the contrary.

5. Bind our heirs, legal representatives, and assigns, as well as ourselves, 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 me, my 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; to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in my control or in the control of my heirs, legal representatives, or assigns which may be useful for establishing the facts of my conceptions, disclosures, and reduction to practice of said inventions and discoveries; and to testify to the same in any interference, arbitration, or litigation.

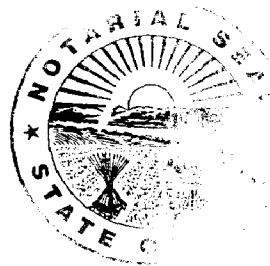
IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this 14th
day of November, 2005.

Sandra Machado
Sandra MACHADO

On this 14th day of November 2005, before me personally came Sandra Machado, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of same.

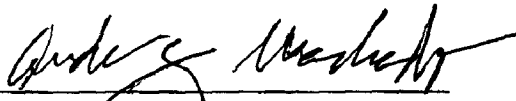
Tina Cantelupe
Notary Public

United States of America)
State/Commonwealth of Ohio) ss.:
County of Cuyahoga)



TINA CANTELUPE
NOTARY PUBLIC
STATE OF OHIO
Recorded in Cuy. Cty.
My Comm. Exp. 3/12/06

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this 14th day of November, 2005.


Andre MACHADO

On this 14th day of November 2005, before me personally came Andre Machado, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of same.


Notary Public

United States of America)
State/Commonwealth of Ohio) ss.:
County of Cuyahoga)



TINA CANTELUPE
NOTARY PUBLIC
STATE OF OHIO
Recorded in Cuy. Cty.
My Comm. Exp. 3/12/06

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this 14th day of November, 2005.

Ali REZAI

On this 14th day of November, 2005, before me personally came Ali Rezai, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of same.

Tina Cantelupe
Notary Public

United States of America

State/Commonwealth of Ohio

County of Cuyahoga

)
) ss.:
)



TINA CANTELUPE
NOTARY PUBLIC
STATE OF OHIO
Recorded in Cuy. Cty.
My Comm. Exp. 3/12/06