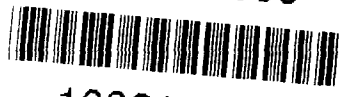


4/7/06

04-12-2006

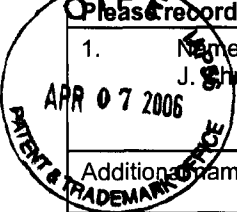


103216969

U.S. Department of Commerce
Patent and Trademark Office
Attorney Docket No. 08790.0035
Attorney Customer Number: 22,852

Mail Stop Assignment Recordation Services

To the Director of the U.S. Patent and Trademark Office:
Please record the attached original documents or copy thereof.



1. Name of conveying party: J. Christopher FLAHERTY; and Abraham H. CAPLAN		2. Name and address of receiving party(ies): Name: Cyberkinetics Neurotechnology Systems, Inc.	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Internal Address:	
3. Nature of conveyance:		Street Address: 100 Foxborough Boulevard, Suite 240	
<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> Merger	City: Foxborough	
<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name	State: MA	Zip Code: 02035
<input type="checkbox"/> Other:		Additional name(s) & Address(es) attached?	
Execution Date: 03/15/2006		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application:			
A. Patent Application Number: 11/320,710 (filed 12/30/2005)		B. Patent Number(s):	
Additional numbers attached?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed:		6. Total number of applications and registrations involved: 1	
Name: Leslie I. Bookoff, Esq.		7. Total fee (37 CFR 1.21(h) and 3.41): \$40	
Internal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P.		<input checked="" type="checkbox"/> Enclosed (Please charge deficiency to deposit account 06-0916)	
Street Address: 901 New York Avenue, N.W.		<input type="checkbox"/> Authorized to be charged to deposit account	
City: Washington, D.C.		8. Deposit Account No.: 06-0916	
State: Zip: 20001-4413			
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.			
Leslie I. Bookoff (Reg. No. 38,084)		 Signature	<u>April 7, 2006</u> Date
Total number of pages including cover sheet, attachments and documents: 3			

4/10/2006 BALIU 00000125 1132710
FC:8061 (46,00 00)

ASSIGNMENT

WHEREAS We, the below named inventors, [hereinafter referred to as Assignors], have made an invention entitled:

BIOLOGICAL INTERFACE SYSTEM WITH PATIENT TRAINING APPARATUS

for which we filed an application for United States Letters Patent on December 30, 2005 (Application No. 11/320,710); and

WHEREAS, **Cyberkinetics Neurotechnology Systems, Inc.**, a Delaware corporation with its principal offices located at 100 Foxborough Boulevard, Suite 240, Foxborough, Massachusetts 02035 (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from Assignee is hereby acknowledged, we, as Assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, our entire right, title, and interest in and to this invention, Provisional Application No. 60/643,358, filed January 10, 2005, and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of the above provisional application, as well as all rights to claim priority on the basis of this application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, WE HEREBY covenant that we have the full right to convey the interest assigned by this Assignment, and we have not executed and will not execute any agreement in conflict with this Assignment;

AND, WE HEREBY further covenant and agree that we will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to me respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.