

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
THE CIT GROUP/BUSINESS CREDIT, INC.	09/27/2005
RECEIVING PARTY DATA	
Name:	CYBERONICS, INC.
Street Address:	100 Cyberonics Boulevard
City:	Houston
State/Country:	TEXAS
Postal Code:	77058
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5916239
Patent Number:	5690681
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	1354-55 & 1354-143
NAME OF SUBMITTER:	William F. Bahret
Total Attachments: 2	
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RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST is made this 27th day of September, 2005, by THE CIT GROUP/BUSINESS CREDIT, INC. ("Lender").

WHEREAS, reference is made to that certain Patent Collateral Security Agreement dated as of September 26, 2001 (the "Security Agreement") made by CYBERONICS, INC. (the "Grantor") in favor of Lender, pursuant to which Lender was granted a security interest in certain collateral of Grantor's (the "Collateral"); and

WHEREAS, the Security Agreement was duly recorded in the United States Patent and Trademark Office, at Reel/Frame 012350/0598; and

WHEREAS, Lender desires to release its lien on two of Grantor's patents in which it holds an interest pursuant to the Security Agreement.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Lender hereby **TERMINATES AND RELEASES** its security interests in the two patents identified below ("Released Collateral"), which security interests are of no further force or effect. The two patents are the following:

1) Patent No. 5,916,239 for Method and Apparatus Using Vagal Stimulation for Control of Ventricular Rate During Atrial Fibrillation

Inventors: **Geddes; Leslie A.** (West Lafayette, IN); **Elabbady; Tarek** (Redmond, WA);
Schoenlein; William E. (Lafayette, IN); **Waninger; Matthew** (Frankfort, IN);
Bourland; Joe D. (West Lafayette, IN)

Assignee: **Purdue Research Foundation** (West Lafayette, IN)

Appl. No.: **976854**

Filed: **November 24, 1997**

2) Patent No. 5,690,681 for Method and Apparatus Using Vagal Stimulation for Control of Ventricular Rate During Atrial Fibrillation.

Inventors: **Geddes; Leslie A.** (West Lafayette, IN); **Elabbady; Tarek** (Kirkland, WA);
Schoenlein; William E. (Lafayette, IN); **Waninger; Matthew** (Frankfort, IN);
Bourland; Joe D. (West Lafayette, IN)

Assignee: **Purdue Research Foundation** (West Lafayette, IN)

Appl. No.: **624109**

Filed: **March 29, 1996**

1. Lender will promptly and duly execute and deliver such further instruments and documents and take such further action as Grantor may reasonably request, for the

purposes of terminating and releasing Lender's security interest in the Released Collateral.

2. Lender will promptly and properly execute financing statements to terminate its security interests under the Uniform Commercial Code in effect in any jurisdiction with respect to the Released Collateral. Lender will promptly and properly record a copy of this Release with the United States Patent and Trademark Office. Lender will also promptly take such other steps as may be necessary to effectuate or perfect this Release of Security Interest. To the extent Lender fails to do the foregoing in this Paragraph 2, Lender authorizes Cyberonics, Inc., a Delaware corporation ("Cyberonics") or the Assignee of the above patents, Purdue Research Foundation, to take such action on the Lender's behalf.
3. All Fees and Expenses relating to the above recordation and filing will be paid for by Cyberonics.
4. Lender hereby acknowledges that it did not foreclose on any of the Released Collateral while its Security Interests were in effect, and took no other action to possess or assert control over any of the Released Collateral.

IN WITNESS WHEREOF, the undersigned, being duly authorized, has executed this Release of Security Interest as of the date first written above.

THE GIT GROUP/BUSINESS CREDIT, INC.

By: 

Name: VINCENT BELCASTRO

Title: VICE PRESIDENT