

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Yelena Nabutovsky	02/16/2007
Eric Falkenberg	01/27/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Pacesetter, Inc.
<b>Street Address:</b>	701 E. Evelyn Avenue
<b>City:</b>	Sunnyvale
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94086
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	11681047
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(408)738-0285
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<b>Correspondent Name:</b>	Pacesetter, Inc.
<b>Address Line 1:</b>	701 E. Evelyn Avenue
<b>Address Line 2:</b>	Attn: Esther Campbell
<b>Address Line 4:</b>	Sunnyvale, CALIFORNIA 94086
<b>ATTORNEY DOCKET NUMBER:</b>	A06P3036
<b>NAME OF SUBMITTER:</b>	Steven Mitchell
<b>Total Attachments: 1</b> source=A06P3036_Assign#page1.tif	

CH \$40.00 11681047

# ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, WE,

Yelena Nabutovsky  
837 E. Dana Street  
Mountain View, CA 94041

Eric Falkenberg  
2820 Royal Hills Court  
Simi Valley, CA 93065

1. HEREBY sell, assign, and transfer to Pacesetter, Inc., herein the "Assignee," the entire right, title and interest in and to any and all improvements which are disclosed in the application for United States Letters Patent, which has been executed by the undersigned concurrently herewith, and is entitled

## Use of Implantable Body Position and Body Movement Sensors

being identified in Pacesetter records as case number: **A06P3036**

and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be filed in the United States and all foreign countries on said improvements;

2. AGREE that Assignee may apply for and receive Letters Patent for said improvements in its own name, and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns, and legal representatives who carry out in good faith the intent and purpose of this agreement, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

3. COVENANT with said Assignee, its successor, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: 2/16/07

Signature:   
Yelena Nabutovsky

Date: 1/21/07

Signature:   
Eric Falkenberg