

05-11-2007

1000.165

4-26-07



103404576

FORM COVER SHEET
TS ONLY

To the Director

Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

SCOTT, Timothy L.
MASCHINO, Steven E.

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 04/25/07

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other

2. Name and address of receiving party(ies)

Name: Cyberonics, Inc.

Internal Address: Legal Dept.

Street Address: 100 Cyberonics Blvd.

City: Houston

State: Texas

Country: USA Zip: 77058

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

11/796158

Additional numbers attached? Yes No

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

Name: Timothy L. Scott

Internal Address: Legal Dept.

Street Address: 100 Cyberonics Blvd.

City: Houston

State: Texas Zip: 77058

Phone Number: 281/727-2652

Fax Number: 281/853-2505

Email Address: _____

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 1394
Expiration Date 06/09

b. Deposit Account Number 0000037 11796158
Authorized User Name _____

9. Signature:

Timothy L. Scott
Signature

04/26/07
Date

Timothy L. Scott

Name of Person Signing

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

3

1000.165

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned, do(es) hereby:

SELL, ASSIGN AND TRANSFER to CYBERONICS INC. (the "Assignee"), a corporation of Delaware, having a place of business at 100 Cyberonics Blvd. Houston, Texas 77058, the entire right, title and interest for the United States and all foreign countries 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 "NON-SURGICAL DEVICE AND METHODS FOR TRANS-ESOPHAGEAL VAGUS NERVE STIMULATION" such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such improvements; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to the Assignee;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT, when requested and at the expense of the Assignee, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the undersigned relating to such improvements and the history thereof; and generally do everything possible which the Assignee shall consider desirable for vesting title to such improvements in the Assignee, and for securing, maintaining and enforcing proper patent protection for such improvements;

TO BE BINDING on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

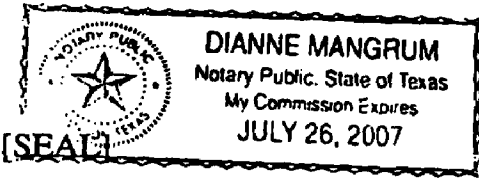
Signature:

Timothy L. Scott
Timothy L. Scott

Date: 4/25/07

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this 25th day of April, 2007, personally appeared Timothy L. Scott, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.



Dianne Mangrum
Notary or Consular Officer

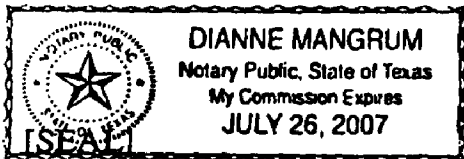
Signature:

Steven E. Maschino
Steven E. Maschino

Date: 4/25/07

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this 25th day of April, 2007, personally appeared Steven E. Maschino, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.



Dianne Mangrum
Notary or Consular Officer