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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Scott Kokones	10/10/2007
Keith Carlton	10/10/2007

## **RECEIVING PARTY DATA**

Name:	Intelect Medical, Inc.
Street Address:	1300 E. 9th Street
Internal Address:	Suite 605
City:	Cleveland
State/Country:	ОНЮ
Postal Code:	44114

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11873842

### **CORRESPONDENCE DATA**

Fax Number: (202)220-4201

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Address Line 2: Suite 700

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ATTORNEY DOCKET NUMBER:	12637-139
NAME OF SUBMITTER:	B. Delano Jordan

Total Attachments: 4

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PATENT REEL: 019976 FRAME: 0734

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> PATENT REEL: 019976 FRAME: 0735

Serial No.: 11/873,842

Docket No.: 12637/139

## **ASSIGNMENT**

WHEREAS, we

Scott Kokones, residing at 8414 Chester Parkway Cleveland, Ohio 44106 Citizenship: United States; and

Keith Carlton, residing at 8418 Chester Parkway Cleveland, Ohio 44106 Citizenship: United States

have invented new and useful improvements in an invention entitled **PATIENT PROGRAMMER WITH INPUT AND SENSING CAPABILITIES**, for which we are about to make application for Letters Patent of the United States, said application having been executed by us on even date herewith; and

WHEREAS, **INTELECT MEDICAL**, **INC.**, having a place of business at 1300 E. 9<sup>th</sup> Street, Suite 605, Cleveland, Ohio 44114, and who, together with its successors and assigns, (hereinafter called "Assignee,") is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited.

NOW, THEREFORE, in consideration of 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 the International Convention or otherwise.
  - 3. Authorize and request the Commissioner of Patents and Trademarks of the United

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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 knowingly conveyed to others any right 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; and that we have good right to assign the same to Assignee without encumbrance.
- Assignee's request and at Assignee's expense, but without additional consideration to me 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 us, our 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; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

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IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this <u>/o</u> day of October , 2007.

Keith Carlton

On this <u>io</u> day of <u>October</u> 2007, before me personally came Keith Carlton, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of same.

Wileseuki

Notary Public

United States of America

State/Commonwealth of Ohio

County of Chapana

)

Kristen Wilczewski, Notary Public State of Ohio My Commission Expires Sept. 6, 2012

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Docket No.: 12637/139

	IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this	day
of Octobra		
	tolace	
	Scott Kokones	

On this 10 day of 000000 2007, before me personally came Scott Kokones, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of same.

	K. Wilenewski	
	Notary Public	
United States of America	)	
State/Commonwealth of OVIIO	) ss.:	
County of Cuyahoga	)	

Kristen Wilczewski, Notary Public State of Ohio My Commission Expires Sept. 6, 2012

**RECORDED: 10/17/2007**