

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Yitzhak ZILBERMAN</td> <td>12/18/2007</td> </tr> <tr> <td>James M. McHARGUE</td> <td>12/12/2007</td> </tr> <tr> <td>Arkady GLUKHOVSKY</td> <td>12/14/2007</td> </tr> </tbody> </table>		Name	Execution Date	Yitzhak ZILBERMAN	12/18/2007	James M. McHARGUE	12/12/2007	Arkady GLUKHOVSKY	12/14/2007
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Yitzhak ZILBERMAN	12/18/2007								
James M. McHARGUE	12/12/2007								
Arkady GLUKHOVSKY	12/14/2007								
RECEIVING PARTY DATA									
Name:	Bioness Development, LLC								
Street Address:	25103 Rye Canyon Loop								
City:	Valencia								
State/Country:	CALIFORNIA								
Postal Code:	91355								
PROPERTY NUMBERS Total: 1									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11867454</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11867454				
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Application Number:	11867454								
CORRESPONDENCE DATA									
Fax Number:	(202)842-7899								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	703-456-8063								
Email:	ctipton@cooley.com								
Correspondent Name:	Cooley Godward Kronish LLP								
Address Line 1:	777 6th Street, N.W. - Suite 1100								
Address Line 2:	ATTN: The Patent Group								
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001								
ATTORNEY DOCKET NUMBER:	BION-003/01US 307799-2033								
NAME OF SUBMITTER:	John R. Mills								
Total Attachments: 5									

CH \$40.00 11867454

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ASSIGNMENT

Yitzhak ZILBERMAN, residing at ²⁵¹⁰³~~25134~~ Rye Canyon Loop, Suite ~~300~~, ^{Valencia}~~Santa Clarita~~, California 91355; James M. McHARGUE, residing at 1262 Marina Drive, Grafton, Wisconsin 53024-9334; and Arkady GLUKHOVSKY, residing at 23541 Via Amado, Santa Clarita, California 91355 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **SYSTEM AND METHOD FOR PERCUTANEOUS DELIVERY OF ELECTRICAL STIMULATION TO A TARGET BODY TISSUE**, and which is a:

- (1) provisional application
- (a) to be filed herewith; or
- (b) bearing Application No. , and filed on ; or
- (2) non-provisional application
- (a) to be filed herewith; or
- (b) bearing Application No. 11/867,454, and filed on October 4, 2007.

WHEREAS, Bioness Development, LLC, a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at ²⁵¹⁰³~~25134~~ Rye Canyon Loop, Suite ~~300~~, ^{Valencia}~~Santa Clarita~~, California 91355 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD KRONISH L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

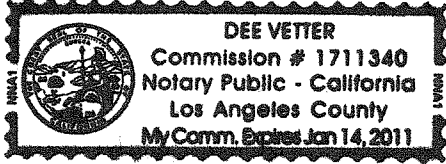
Date: 12/18/07

By: [Signature]
Yitzhak ZILBERMAN

State of California,
 County of Los Angeles ss.
 On December 18, 2007, before me, Dee Vetter, Notary
 Public, personally appeared YITZHAK zilberman, personally known
 to me or ~~proved to me on the basis of satisfactory evidence~~, to be the person(s) whose name(s)
~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the
 same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the
 instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
 instrument.

WITNESS my hand and official seal.

[Signature]
 Signature of Notary Public



Place Notary Seal Above

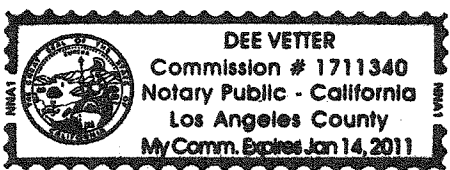
My Commission Expires: January 14, 2011

Date: 12/12/07

By: *James M. McHargue*
James M. McHARGUE

State of California
County of Los Angeles ss.

On December 12, 2007, before me, Dee Vetter, Notary Public, personally appeared James M. McHargue, personally known to me ~~or proved to me on the basis of satisfactory evidence~~, to be the person~~(s)~~ whose name~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/her/their authorized capacity~~(ies)~~, and that by his/her/their signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.



WITNESS my hand and official seal.

Dee Vetter

Signature of Notary Public

Place Notary Seal Above

My Commission Expires: January 14, 2011

Date: 12/14/07

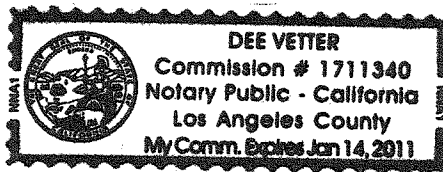
By: *Arkady Glukhovsky*
Arkady GLUKHOVSKY

State of California)
County of Los Angeles) ss.
On December 14, 2007, before me, Dee Vetter, Notary
Public, personally appeared Arkady Glukhovsky, personally known
to me ~~or proved to me on the basis of satisfactory evidence~~, to be the person ~~(s)~~ whose name ~~(s)~~
is subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the
same in his/~~her~~/~~their~~ authorized capacity ~~(ies)~~, and that by his/~~her~~/~~their~~ signature ~~(s)~~ on the
instrument the person ~~(s)~~ or the entity upon behalf of which the person ~~(s)~~ acted, executed the
instrument.

WITNESS my hand and official seal.

Dee Vetter

Signature of Notary Public



Place Notary Seal Above

My Commission Expires: January 14, 2011

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