

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Exonix Corporation	04/17/1998

RECEIVING PARTY DATA

Name:	Medtronic, Inc.
Street Address:	710 Medtronic Parkway
Internal Address:	Mail Stop LC340
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55432

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	5318596
Patent Number:	5735887

CORRESPONDENCE DATA

Fax Number: (763)505-0411
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 7635050422
Email: beth.l.mcmahon@medtronic.com
Correspondent Name: Beth L. McMahon/Medtronic, Inc.
Address Line 1: 710 Medtronic Parkway
Address Line 2: Mail Stop LC340
Address Line 4: Minneapolis, MINNESOTA 55432

NAME OF SUBMITTER:

Beth L. McMahon, Reg. No. 41,987

Total Attachments: 10

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ASSET PURCHASE AGREEMENT
(Electrical Stimulation Assets)

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is dated as of April ____, 1998, by and among Medtronic, Inc. ("Buyer"), a Minnesota corporation, and Plexus, Inc. ("Plexus"), a Florida corporation, and Exonix Corporation ("Exonix"), a Florida corporation, and Frank Barreras and Oscar Jimenez, the principal shareholders (the "Shareholders") of Plexus and Exonix, (the latter two corporations being hereafter collectively referred to as the "Sellers").

WITNESSETH:

WHEREAS, Sellers own certain assets, including intellectual property, related to electrical stimulation in medical applications; and

WHEREAS, the parties hereto desire that Sellers sell, transfer and assign to Buyer, and Buyer purchase from Sellers, the "ES Assets" (as defined below) of Sellers' "ES Business" (as defined below), on the terms and for the consideration hereinafter provided; and

NOW, THEREFORE, in consideration of the respective representations, warranties, covenants and agreements contained herein, and subject to the terms and conditions set forth herein, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

1.1) Specific Definitions. As used in this Agreement, the following terms shall have the meanings set forth or referenced below:

"Affiliate" of a specified person (natural or juridical) means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified.

"Control," in the case of an entity, shall mean owning, directly or indirectly, more than 50% of the total voting power of the entity. Notwithstanding and without limitation of the foregoing, Plexus, Exonix, the Shareholders and any person or entity controlled by any of Plexus, Exonix or the Shareholders, whether individually or collectively, shall each be deemed to be Affiliates of each other.

"Closing" and "Closing Date" have the meanings set forth in Section 6.1.

"Consents" has the meaning set forth in Section 3.8.

"Competing Product" has the meaning set forth in Section 5.3.

"Environmental Laws or Regulations" means and includes any one or more of the following: the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), 42 U.S.C. § 9601 et seq.; the Federal Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. § 6921 et seq.; the Clean Water Act, 33 U.S.C. § 1321 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; any other federal, state, county, municipal, local or other statute, law, ordinance or regulation that relates to or deals with hazardous substances, pollutants, contaminants, human health or the environment; and all regulations promulgated by a regulatory body pursuant to any of the foregoing statutes, laws, regulations, or ordinances.

"ES Assets" means, subject to Section 2.2, all ES Product Information, all ES Regulatory Information, including but not limited to the ES Regulatory Information set forth in Schedule 3.1B, and all ES Technology, including but not limited to the ES Technology set forth in Schedule 3.1A.

"ES Business" means the research, design, development, commercialization, manufacture, production, marketing and sale by Sellers of products using electrical stimulation in medical applications or using any of the ES Technology.

"ES Product Information" means all records, reports (internal and external), submissions (internal and external), data and files, or portions thereof, associated with any products or concepts, or development thereof, that are owned by Sellers and have been created, initiated and/or conducted by Sellers in connection with the ES Business including, but not limited to any of the foregoing associated with any clinical studies involving the ES Business.

"ES Regulatory Information" means all governmental and regulatory agencies licenses, registrations, approvals or similar permissions, including but not limited to those involving the FDA or similar state or foreign governmental and regulatory agencies, held by or for the benefit of Sellers relating to the ES Assets or ES Business, and all records, reports (internal and external), submissions (internal and external), data and files, or portions thereof associated with regulatory requirements and communications between Sellers and outside regulatory bodies worldwide in connection with the ES Assets and the ES Business.

"ES Technology" means all Intellectual Property that is used in, necessary to or otherwise related to the ES Business and includes, but is not limited to: all Intellectual Property owned by Sellers and used in, necessary

to or otherwise related to Sellers' microprogrammers, Omni-Stim modular tissue stimulation system or Axon Nitinol Luminal core lead technology; and the patents and patent applications listed on Schedule 3.1A and any and all continuation, divisional, re-issue, substitution or foreign patents arising therefrom and inventions disclosed therein.

"FDA" means the United States Food and Drug Administration.

"Intellectual Property" means patents, patent applications, copyrights, copyright registrations, licenses, and Trade Secrets (as defined below), including inventions, discoveries, ideas, technology, know-how, formulas, data, processes, manufacturing procedures, drawings, flow charts, designs and computer software programs, and all amendments, modifications and improvements to any of the foregoing.

"Inventories" means finished goods, raw materials and ingredients and work-in-process.

"IRC" means the Internal Revenue Code of 1986, as amended.

"Liens" means liens, mortgages, charges, security interests, pledges and other such encumbrances.

[REDACTED]

"Product Liability" means any liability, related to the ES Business or the ES Assets, arising in whole or in part from wrongful acts or omissions in connection with the design, testing, manufacture, packaging, labeling (including instructions for use), or sale of products, including liability for breach of any express or implied product warranty, strict liability in tort, negligent manufacture of product and negligent provision of services.

[REDACTED]

"Sellers" means Exonix Corporation, Plexus, Inc., and their Affiliates (other than Shareholders).

"Trade Secret" means information, including formula, pattern, compilation, know-how, program, device, method, technique, procedure or process, that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

"Transactional Taxes" means all sales, use, transfer, conveyance, bulk transfer, business and occupation, value added or other such taxes, duties, excises or governmental charges imposed by any taxing jurisdiction.

1.2) Definitional Provisions

(a) The words "hereof," "herein," and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provisions of this Agreement.

(b) Terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa.

(c) References to a "Schedule" are, unless otherwise specified, to one of the Schedules attached to or referenced in this Agreement, and references to an "Article" or a "Section" are, unless otherwise specified, to one of the Articles or Sections of this Agreement.

(d) The term "person" includes any individual, partnership, joint venture, corporation, trust, unincorporated organization or government or any department or agency thereof.

(e) The term "Dollars" or "\$" shall refer to the currency of the United States of America.

(f) The term "known" or "knowledge" means the actual knowledge of a fact by such person or its officers or employees.

(g) The term "including" shall mean "including but not limited to."

(h) Other terms may be defined hereafter in the text of this Agreement and shall, throughout this Agreement, have the meaning indicated.

ARTICLE 2 PURCHASE AND SALE OF ASSETS

2.1) Purchased Assets. Upon the terms and subject to the conditions set forth in this Agreement, Sellers hereby sell, transfer, assign and convey to Buyer, and Buyer hereby purchases, the ES Assets.

2.2) Excluded Assets. Sellers hereby retain all of their respective rights, title and interest in and to all of their assets other than the ES Assets (the "Excluded Assets"). Without limiting the foregoing, the parties agree that the assets described on Schedule 2.2A shall be deemed to be Excluded Assets.

[REDACTED]

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, each of the parties has caused this Asset Purchase Agreement to be executed in the manner appropriate for each, and to be dated as of the date first above written.

MEDTRONIC, INC.

Name

Title

Date

EXONIX CORPORATION

Name

Title

Date

PLEXUS, INC.

Name

Title

Date

THE SHAREHOLDERS

Frank Barreras

Oscar Jimenez

SCHEDULE 2.2A

CERTAIN EXCLUDED ASSETS

A. Notwithstanding anything to the contrary contained herein, Sellers are not transferring to Buyer hereunder, and consequently the ES Assets do not include:

- 1.** Any cash or cash equivalents (wherever located, including but not limited to that on hand as well as that in any bank or money market accounts, etc., as well as all rights to the actual accounts in which such funds shall reside);
- 2.** Any and all stocks, promissory notes or other debt or equity securities, instruments or investments (whether held of record or beneficially by Sellers, directly or indirectly).
- 3.** Any policy of insurance.
- 4.** Any and all accounts receivable.
- 5.** Any and all security deposits or advances.
- 6.** Supporting evidence and documents relating to the accounts receivable described in IV above, including, without limitation, written applications, credit information, account cards, payment records, correspondence, delivery and installation certificates, invoice copies, delivery receipts, notes and other evidences of indebtedness, insurance certificates and the like, together with all books of account, ledgers and cabinets in which the same are reflected or maintained, all whether now existing or hereafter arising;
- 7.** The Purchase Price;
- 8.** The right of Sellers to enforce the obligations of the Buyer to pay, perform or discharge the liabilities of Sellers assumed by the Buyer herein and all other rights of Sellers under this Agreement.
- 9.** Sellers' articles of incorporation, corporate seals, minute books, stock books and other corporate records having to do with the corporate organization and capitalization of Sellers;
- 10.** Sellers' books of account;
- 11.** Any rights to claims for refunds of taxes of any kind whatsoever;

12. Any shares of the capital stock of Seller, including, without limitation, shares held by Seller as treasury shares.

13. Any and all rights necessary to defend against any and all debts, liabilities and obligations retained by Seller hereunder.

14. Any and all affirmative claims against third parties which may have accrued in favor of Sellers prior to the Closing Date.

15. Any and all contracts, agreements or rights thereunder.

16. Any trademarks or tradenames.

17. Any furniture, fixtures or equipment.

18. Any books or records relating to:

- a) Employees;
- b) Taxes of any kind whatsoever;
- c) Matters and operations of a miscellaneous business nature that would be kept by businesses in general;
- d) Relationships and transactions with suppliers and customers;
- e) Other excluded books and records.

19. Any Inventories.

SCHEDULE 3.1A

CERTAIN ES TECHNOLOGY PATENTS AND APPLICATIONS

EXONIX PATENTS AND PATENT APPLICATIONS

U.S. PATENTS

<u>V& A</u>	<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
91010	Activity Sensing Pacemaker	5,318,596	06/07/94
96128	RF Coupled, Implantable Medical Device with Rechargeable Back-Up Power Source	5,733,313	03/31/98
96186	Closed-Loop RF-Coupled Implanted Medical Device	5,735,887	04/07/98

U.S. PATENT APPLICATIONS

<u>V & A</u>	<u>Title</u>	<u>Serial No.</u>	<u>Filing Date</u>
97015	Method and Apparatus For Controlling and Steering an Electric Field	08/819,917	03/12/97
97152	Implantable Modular Tissue Stimulator	08/950,932	10/15/97

FOREIGN PATENT APPLICATIONS

98000	RF Coupled, Implantable Medical Device with Rechargeable Back-Up Power Source	PCT/US 98/03105	02/23/98
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PLEXUS PATENTS AND PATENT APPLICATIONS

U.S. PATENTS

V & A	Title	Patent No.	Issue Date
96013	Implantable Stimulator with Replenishable, High Value Capacitive Power Source, and Method Therefor	5,591,217	01/07/97

U.S. PATENT APPLICATIONS

V & A	Title	Serial No.	Filing Date
96013	Implantable Stimulator with Replenishable High Value Capacitive Power Source and Method Therefor (CIP of 96013)	08/672,328	08/01/96
96168	High Value Capacitive, Replenishable Power Source (CIP of 96013)	08/711,038	09/10/96

FOREIGN PATENT APPLICATIONS

96189.AU	Implantable Stimulator . . . (Australia)	28376/97	06/30/97
96189.CA	Implantable Stimulator . . . (Canada)	2,209,179	01/04/96
96189.EP	Implantable Stimulator . . . (European Patent Office)	960902081-7 EP No. 0 802 816	06/30/97
96189.JP	Implantable Stimulator (Japan)	08-521218	01/04/96

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SCHEDULE 3.1B

PERMITS, LICENSES, ETC.

None