

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Francisco OCHOA</td><td>03/09/2009</td></tr><tr><td>Timothy R. ODELL</td><td>03/09/2009</td></tr><tr><td>Jeryle WALTER</td><td>03/09/2009</td></tr></tbody></table>		Name	Execution Date	Francisco OCHOA	03/09/2009	Timothy R. ODELL	03/09/2009	Jeryle WALTER	03/09/2009
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Francisco OCHOA	03/09/2009								
Timothy R. ODELL	03/09/2009								
Jeryle WALTER	03/09/2009								
RECEIVING PARTY DATA									
Name:	Bioness Inc.								
Street Address:	25103 Rye Canyon Loop								
City:	Valencia								
State/Country:	CALIFORNIA								
Postal Code:	91355								
PROPERTY NUMBERS Total: 1									
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>12407097</td></tr></tbody></table>		Property Type	Number	Application Number:	12407097				
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Application Number:	12407097								
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									
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Address Line 2: ATTN: Patent Group									
Address Line 4: Washington, DISTRICT OF COLUMBIA 20001									
ATTORNEY DOCKET NUMBER:	BION-037/00US 307799-2092								
NAME OF SUBMITTER:	Jennifer H. Volk								
Total Attachments: 5 source=BION03700USAssignment#page1.tif									

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ASSIGNMENT

Francisco Ochoa, residing at 4415 ½ Elizabeth St. Apt #11, Cudahy, CA 90201, **Timothy Raymond Odell**, residing at 2849 W. Avenue 32, Los Angeles, CA 90065 and **Jeryle Walter**, residing at 27493 Bridgewater Drive, Valencia, CA 91354 (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 **FLEXIBLE CONNECTOR FOR IMPLANTABLE ELECTRICAL STIMULATION LEAD**, 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. 12/407,097, and filed on March 19, 2009.

WHEREAS, Bioness Inc., a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at 25103 Rye Canyon Loop, Valencia, CA 91355 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified above; 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 therefore 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 Hague Convention, 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;
- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the proceeding 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.

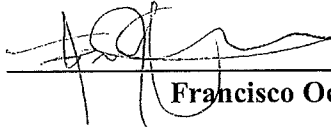
The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is the sole and lawful owner of the entire right, title, and 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 LLP 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: 3/9/2009

By: 
Francisco Ochoa

State of California

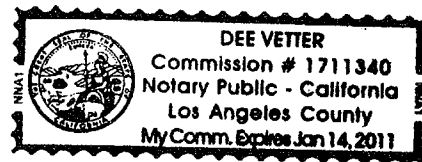
County of Los Angeles ss

On March 9, 2009 before me, Dee Vetter, Notary Public, personally appeared Francisco Ochoa, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

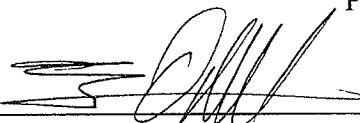
Notary Signature 



Date:

3/9/2009

By:



Timothy Raymond Odell

State of California

County of

Los Angeles

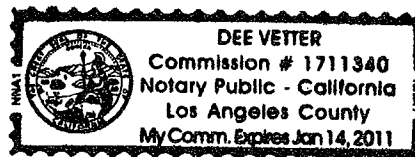
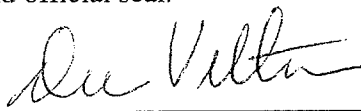
ss

On March 9, 2009 before me, Dee Vetter, Notary Public, personally appeared Timothy Odell, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature



Date: 3-9-2009By: Jeryle Walter

Jeryle Walter

State of California

County of Los Angeles

ss

On March 9, 2009 before me, Dee Vetter, Notary Public, personally appeared Jeryle Walter, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature Dee Vetter