

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Cyberkinetics, Inc.	04/07/2009
<b>RECEIVING PARTY DATA</b>	
Name:	BrainGate Co., LLC
Street Address:	398 Royal Tern Rd. S.
City:	Ponte Vedra Beach
State/Country:	FLORIDA
Postal Code:	32082
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	11320710
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(805)230-1355
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8052301350
Email:	nabeloe@socalip.com
Correspondent Name:	SoCal IP Law Group LLP
Address Line 1:	310 N. Westlake Blvd., Suite 120
Address Line 4:	Westlake Village, CALIFORNIA 91362
ATTORNEY DOCKET NUMBER:	B016-P09218US
NAME OF SUBMITTER:	Nicole M. Abeloe
Total Attachments: 10 source=Bill of Sale fully executed#page1.tif source=Bill of Sale fully executed#page2.tif source=Bill of Sale fully executed#page3.tif source=Bill of Sale fully executed#page4.tif source=Bill of Sale fully executed#page5.tif	

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## BILL OF SALE

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and pursuant to the Asset Purchase Agreement dated as of April 7, 2009 by and between Cyberkinetics, Inc., a Delaware corporation, and Cyberkinetics Neurotechnology Systems, Inc., a Delaware corporation, (collectively, the "Seller") on the one hand, and BrainGate Co., LLC, a Delaware limited liability company, (the "Buyer") on the other hand (the "Purchase Agreement"), the Seller hereby unconditionally and irrevocably grants, bargains, transfers, sells, assigns, conveys, and delivers to the Buyer, its successors and assigns forever, all right, title, and interest, legal or equitable, in and to the assets identified on Exhibit A attached hereto (the "Transferred Items").

TO HAVE AND TO HOLD the Transferred Items unto the Buyer and its successors and assigns forever.

Undefined capitalized terms herein are defined in the Asset Purchase Agreement.

The Seller, for itself, its successors, and assigns, hereby covenants and agrees (i) to and with the Buyer, to warrant and defend the grant, bargain, transfer, sale, assignment, conveyance, and delivery of the Transferred Items to the Buyer and its successors and assigns against all Persons, to the extent set forth in the Purchase Agreement and (ii) that, at any time and from time to time after the date hereof, promptly upon the written request of the Buyer, it will do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may reasonably be required by Buyer in order to assign, transfer, set over, convey, assure, and confirm unto and vest in the Buyer, its successors, and assigns the Transferred Items and title thereto and to put the Buyer in possession and operating control of the Transferred Items. To the extent that any of the Transferred Items are not actually delivered and turned over by the Seller to the Buyer at the Closing, such Transferred Items will be held in trust by the Seller for the Buyer and will be turned over and delivered to the Buyer at any time and from time to time upon demand therefor. The Buyer will maintain the sole and exclusive title thereto and all right, title, and interest therein, and the Seller will have no right, title, or interest in or to any such Transferred Items, nor will the Seller have any retaining possessory or other lien thereon.

Without limiting the foregoing, the Seller hereby constitutes the Buyer the true and lawful agent and attorney-in-fact of the Seller, with full power of substitution and resubstitution, in whole or in part, in the name and stead of the Seller but on behalf and for the benefit of the Buyer and its successors and assigns, from time to time:

1. To demand, receive, and collect any and all of the Transferred Items, and to give receipts and releases for and with respect to same, or any part thereof.
2. To institute and prosecute, in the name of the Seller or otherwise, all proceedings, at law, in equity, or otherwise, that the Buyer or its successors and assigns may deem proper in order to collect or enforce any claim or right of any kind included in the Transferred Items.

3. To do all things legally permissible or required, or reasonably deemed by the Buyer to be required, to recover and collect the Transferred Items and to use the Seller's name in such manner as the Buyer may reasonably deem necessary for the collection and recovery of same.

The Seller hereby declares that the foregoing powers are coupled with an interest and are irrevocable by the Seller or by its dissolution or in any other manner or for any reason whatsoever. The Buyer expressly does not, and should not be deemed to, assume under this instrument any liabilities, obligations, or commitments of the Seller.

The scope, nature and extent of the Transferred Items are expressly set forth in the Purchase Agreement. Nothing herein contained will itself change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This instrument does not create or establish rights, liabilities, or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. The Seller acknowledges and agrees that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this instrument, the terms of the Purchase Agreement will govern.

Nothing in this instrument, express or implied, is intended or shall be construed to confer upon or give to, any person, firm or corporation other than the Buyer and its successors and assigns any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises, and agreements in this instrument shall be for the sole and exclusive benefit of the Buyer and its successors and assigns.

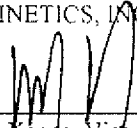
This instrument will be binding upon the Seller and its successors and assigns, and inure to the benefit of and is enforceable by the Buyer and its successors and assigns.

[SIGNATURE PAGE FOLLOWS]

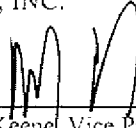
IN WITNESS WHEREOF, this Bill of Sale is being executed and delivered by the Seller as of April 7, 2009.

“SELLER”

CYBERKINETICS, INC.

By:  \_\_\_\_\_  
David Keene, Vice President, Finance

CYBERKINETICS NEUROTECHNOLOGY  
SYSTEMS, INC.

By:  \_\_\_\_\_  
David Keene, Vice President, Finance

## EXHIBIT A

### TRANSFERRED ITEMS

All patents and patent applications relating to the Seller's Business (the "Patents") including, but not limited to, those set forth in Schedule A, and any and all patents that are or may be granted therefrom, whether in the United States or any other country or jurisdiction, including, without limitation, any continuations, continuations-in-part, divisions, reissues, reexaminations, renewals, revisions and extensions thereof along with all rights and privileges relating thereto including, without limitation, the right, if any, to sue or bring any actions for past, present and future infringement of any of the Patents.

All trademarks, service marks, trade names, logos, and trade dress, whether or not registered, relating to the Seller's Business (the "Trademarks") including but not limited to, those set forth Schedule B, together with all translations, adaptations, derivations and combinations thereof, including all registrations and applications for registration in the United States or any other country or jurisdiction pertaining to the same, and any common law rights therein together with that part of the goodwill of the Seller's Business connected with and symbolized by any of the Trademarks, along with all rights and privileges relating thereto including, without limitation, the right, if any, to sue or bring any actions for past, present and future infringement of any of the Trademarks.

All United States and foreign copyrights (including, but not limited to, copyrights, registered or otherwise, on designs and any and all photographs, images, graphics, text, video, audio recordings and look and feel comprising the websites relating to the Seller's Business, subject to an existing license granted to i2S Micro Implantable Systems, LLC with respect to such website materials) relating to the Seller's Business including all copyright registrations and applications for registration thereof (along with any rights of renewal or extension) in the United States or any other country or jurisdiction along with all rights and privileges relating thereto including, without limitation, the right, if any, to sue or bring any actions for past, present and future unauthorized use of any such copyrights.

The Internet domain names set forth in Schedule C relating to the Seller's Business, including all registrations thereof throughout the world, along with all rights and privileges relating thereto including, without limitation, the right, if any, to sue or bring any actions for past, present and future unauthorized use or registration of any such domain names.

All trade secrets, know-how, technology and other confidential information relating to the Seller's Business (including but not limited to formulas, compositions, invention disclosures and inventions reduced to practice, whether or not patentable), however embodied or documented.

All confidential information (including know-how and show-how), research and development information, information and materials, in tangible or electronic form, pertaining to any of the Patents or any underlying inventions).

SCHEDULE A

PATENTS

Application Serial No./ Patent No.	Filing Date	Title	Inventors	Assignee
11/014,907	12/20/2004	Transcutaneous Implant	Flaherty, J., Guillory, K., Serruya, M., Caplan, A.	Cyberkinetics, Inc.
12/228,598	8/14/2008	Agent Delivery Systems And Related Methods Under Control Of Biological Electrical Signals	Donoghue, J. Flaherty, J., Friebs, G., Hatt, B. Serruya, M., Saleh, M.	Cyberkinetics
12/289,095	10/20/2008	Biological Interface System With Clinician Confirmation Of Parameter Changes	Flaherty, F., Caplan, A., Gorman, W., McNally, C., Serruya, M., Donoghue, J.	Cyberkinetics
11/194,544	8/2/2005	Neural Interface System And Method For Neural Control Of Multiple Devices	Flaherty, J., Capachione, L., Morris, D., Caplan, A., Saleh, M., Guillory, K.	Cyberkinetics, Inc.
10/992,111	11/19/2004	Neural Interface System And Embedded Id	Flaherty, J., Capachione, L., Morris, D., Caplan, A., Saleh, M., Guillory, K.	Cyberkinetics, Inc.
12/291,346	11/7/2008	Neurological Event Monitoring And Therapy Systems And Related Methods	Donoghue, J., Serruya, M., Flaherty, J., Hatt, B., Joseph, J.	Cyberkinetics
12/285,886	10/15/2008	Calibration Systems And Methods For Neural Interface Devices	Donoghue, J., Flaherty, J., Serruya, M., Caplan, A., Saleh, M., Korver, K., Branner, A.	Cyberkinetics



11/316,807	12/27/2005	Biological Interface System With Gated Control Signal	Flaherty, J.	Cyberkinetics Neurotechnology Systems, Inc.
11/240,652	10/3/2005	Biological Interface System	Flaherty, J., Barrett, B., Donoghue, J., Van Wagenen, R., Smith, C., Pungor, A., Decaria, C., Branner, A., Harvey, N., Misener, A., Guillory, K., Joseph, J.	Cyberkinetics Neurotechnology Systems, Inc.
12/289,763	11/3/2008	Electrode Arrays And Related Methods	Flaherty, J.	Cyberkinetics
11/319,547	12/29/2005	Medical Device Insertion System And Related Methods	Flaherty, J.	Cyberkinetics
11/201,287	8/11/2005	Biological Interface Systems With Controlled Device Selector And Related Methods	Surgenor, T., Donoghue, J., Serruya, M., Flaherty, J.	Cyberkinetics
11/315,225	12/23/2005	Patient Training Routine For Biological Interface System	Flaherty, J., Serruya, M., Morris, D., Caplan, A., Saleh, M., Donoghue, J.	Cyberkinetics Neurotechnology Systems, Inc.
11/315,254	12/23/2005	Patient Training Routine For Biological Interface System	Flaherty, J., Serruya, M., Morris, D., Caplan, A., Saleh, M., Donoghue, J.	Cyberkinetics Neurotechnology Systems, Inc.
11/315,226	12/23/2005	Adaptive Patient Training Routine For Biological Interface System	Flaherty, J., Serruya, M., Morris, D., Caplan, A., Saleh, M., Donoghue, J.	Cyberkinetics Neurotechnology Systems, Inc.

12/084,644	5/7/2008	Biological Interface System With Neural Signal Classification Systems And Methods	Flaherty, J., Branner, A., Pungor, A., Sebald, D., Korver, K., Caplan, A., Joseph, J.	Cyberkinetics
11/319,237	12/29/2005	Neurally Controlled Patient Ambulation System	Flaherty, J., Serruya, M.	Cyberkinetics Neurotechnology Systems, Inc.
11/319,267	12/29/2005	Multi-Device Patient Ambulation System	Flaherty, J., Serruya, M., Donoghue, J.	Cyberkinetics Neurotechnology Systems, Inc.
11/320,710	12/30/2005	Biological Interface System With Patient Training Apparatus	Flaherty, J., Caplan, A.	Cyberkinetics Neurotechnology Systems, Inc.
11/320,711	12/30/2005	Biological Interface System With Surrogate Controlled Device	Flaherty, J., Caplan, A.	Cyberkinetics Neurotechnology Systems, Inc.
11/320,709	12/30/2005	Biological Interface System With Automated Configuration	Flaherty, J.	Cyberkinetics Neurotechnology Systems, Inc.
11/321,860	12/30/2005	Biological Interface System With Thresholded Configuration	Flaherty, J.	Cyberkinetics Neurotechnology Systems, Inc.
PCT/US2007 /023032	11/1/2007	Epileptic Event Detection Systems	Caplan, A., Flaherty, J., Emerson, R.	Cyberkinetics/Colu mbia Presbyterian
11/268,637	11/8/2005	Electrode Arrays And Related Methods	Flaherty, J.,	Cyberkinetics Neurotechnology Systems, Inc.
11/319,620	12/29/2005	Joint Movement Apparatus	Flaherty, J., Flaherty, M., Friebs, G., Serruya, M., Barrett, B., Donoghue, J.	Cyberkinetics Neurotechnology Systems, Inc.
11/319,703	12/29/2005	Limb And Digit Movement System	Flaherty, J., Flaherty, M., Serruya, M., Barrett, B., Friebs, G.	Cyberkinetics Neurotechnology Systems, Inc.

SCHEDULE B  
TRADEMARKS

CYBERKINETICS

BRAINGATE

SCHEDULE C  
DOMAIN NAMES

cyberkinetics.com

cyberkineticsinc.com