

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Edwin J. Hlavka	09/02/2009
Lynn S. Elliott	09/02/2009
<b>RECEIVING PARTY DATA</b>	
Name:	ConcepTx Medical, Inc.
Street Address:	2950 Xenium Lane North, Suite 108
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55404
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12537984
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Address Line 2:	Patent - SEA
Address Line 4:	Seattle, WASHINGTON 98111-1247
ATTORNEY DOCKET NUMBER:	69750-8001US2
NAME OF SUBMITTER:	Nathan J. Koppelman
<p>Total Attachments: 3</p> <p>source=Assignment#page1.tif</p> <p>source=Assignment#page2.tif</p>	

CH \$40.00 12537984

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**PATENT**  
**REEL: 023218 FRAME: 0289**



## ASSIGNMENT BY INVENTORS

This Assignment is by Edwin J. Hlavka and Lynn S. Elliott (the "Assignors"), residing at 2312 Oliver Avenue South, Minneapolis, Minnesota 55404; and 9982 Troy Lane N, Maple Grove, Minnesota 55311-1387, respectively. The Assignors have invented one or more certain inventions (the "Invention(s)") described in a Patent application for Letters Patent of the United States entitled SYSTEMS AND METHODS FOR TREATING DYSPNEA, INCLUDING VIA ELECTRICAL AFFERENT SIGNAL BLOCKING (the "Application"), already filed on August 7, 2009 as U.S. Application No. 12/537,984.

ConcepTx Medical, Inc., a Corporation of Delaware having its principal place of business at 2950 Xenium Lane North, Suite 108, Minneapolis, Minnesota 55404 ("Assignee"), desires to acquire the entire right, title and interest in and to the Invention(s) and the Application, and in and to any patents (collectively, "Patents") that may be granted for the Invention(s) in the United States or in any foreign countries.

For valuable consideration, the receipt and sufficiency of which Assignors acknowledge, Assignors hereby sell, assign, and transfer to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to: the Invention(s), the Application, and any Patents; any divisions, continuations, and continuations-in-part of the Application and any other application claiming priority rights from the Application; any reissues, reexaminations, or extensions of any and all Patents; the right to file foreign applications directly in the name of Assignee; and the right to claim priority rights deriving from the Application (collectively, the "Rights"). Assignors warrant that Assignors own the Rights, and that the Rights are unencumbered. Assignors also agree to not sign any writing or do any act conflicting with this assignment, and, without further compensation, sign all documents and do such additional acts as Assignee deems necessary or desirable to: perfect Assignee's enjoyment of the Rights; conduct proceedings regarding the Rights, including any litigation or interference proceedings; or perfect or defend title to the Rights. Assignors request the Commissioner of Patents to issue any Patent of the United States that may be issued on the Invention(s) to Assignee. This Assignment may be executed in counterparts.

[Signature]  
Edwin J. Hlavka

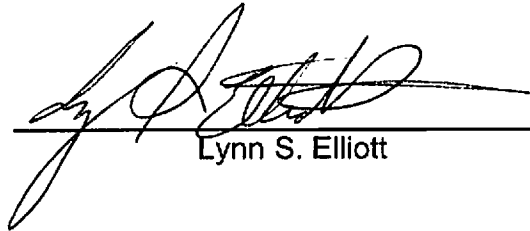
Date: 09/02/2009

United States of America )  
State of Minnesota ) ss.:  
County of Hennepin )

On this 2 day of September, 2009, before me  
personally came Edwin J. Hlavka, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.

[Signature]  
Notary Public

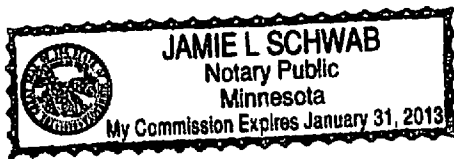


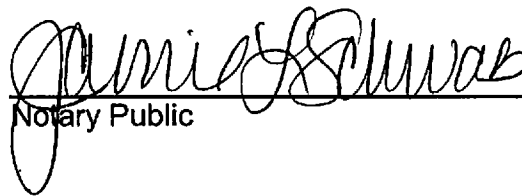
  
Lynn S. Elliott

Date: 9/2/2009

United States of America )  
State of MN ) ss.:  
County of Hennepin )

On this 2 day of September, 2009, before me  
personally came Lynn S. Elliott, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.



  
Notary Public