

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
James NEWMAN	12/07/2009
RECEIVING PARTY DATA	
Name:	ADVANCED HEADACHE INTERVENTION, INC.
Street Address:	3565 Hagen Road
City:	Napa
State/Country:	CALIFORNIA
Postal Code:	94558
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12605295
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	081395-0025
NAME OF SUBMITTER:	James W. Hill, MD, Reg. No. 46,396
Total Attachments: 3 source=081395-0025_Assignment#page1.tif source=081395-0025_Assignment#page2.tif source=081395-0025_Assignment#page3.tif	

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ASSIGNMENT

WHEREAS, **JAMES NEWMAN**, a United States citizen, residing at 50 S. San Mateo Drive, #320, San Mateo, California 94401 (hereinafter, collectively if more than one assignor, "ASSIGNOR") has invented, conceived, reduced to practice, or otherwise contributed certain technology, inventions, improvements, developments, ideas or discoveries in a **TREATMENT OF HEADACHE** (collectively hereinafter referred to as the "Work"), for which a U.S. patent application, Serial No. 12/605,295, (hereinafter the "Application") was filed on October 23, 2009;

AND WHEREAS, Advanced Headache Intervention, Inc. (hereinafter "ASSIGNEE"), a Colorado Corporation, with its principal place of business at 3565 Hagen Road, Napa, California 94558, desires to acquire all right, title, and interest in and to the Work and the Application:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNOR does hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Work and the Application, and any other intellectual property rights in the Work, including, but not limited to, any trademarks, trade names, copyright rights, know how, trade secrets, copyright registrations, reproduction rights, and waives any and all moral rights in the Work under 17 U.S.C. § 106A or otherwise, for any and all uses of the Work, and any non-provisional patent application(s) claiming priority thereto that have been or may hereafter be filed, such non-provisional patent applications, including divisions, continuations, and continuations-in-parts thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any Letters Patent or related applications for the Work which may hereafter be granted or filed for in any country or countries foreign to the United States, including all extensions, divisions, reexaminations and reissues thereof; and does hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for the Work to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the Letters Patent, before or after issuance.

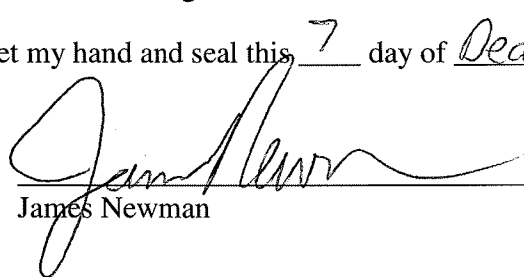
AND ASSIGNOR DOES HEREBY covenant and agree to provide any tangible property embodying or describing the Work, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

AND ASSIGNOR DOES HEREBY covenant and agree to communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Work, and

testify in any legal proceeding, assist in the preparation of any other provisional or non-provisional applications relating to the Work, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Work and the Application including any improvements made thereto, any non-provisional application(s) filed therefrom, and any continuing application(s) filed from aforementioned non-provisional application(s), and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Work in all countries and ASSIGNOR does hereby appoint ASSIGNEE as ASSIGNOR's attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to this Assignment.

ASSIGNOR DOES HEREBY acknowledge that, to the best of ASSIGNOR's knowledge, the Work is patentable, and ASSIGNOR further agrees not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity thereof. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective. Further, this Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 7 day of December, 2007.


James Newman

STATE OF }
COUNTY OF } ss.

On _____, before me, _____, (name and title of "Notary Public") personally appeared **James Newman**, 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, 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.

[SEAL]

Notary Signature

ACKNOWLEDGMENT

State of California
County of San Mateo)

On Monday, December 7, 2009 before me, Mary Dubuisson-Benway
(insert name and title of the officer)

personally appeared James Neuman, M.D.
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.

Signature Mary Dubuisson-Benway (Seal)

