PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

| Name | Execution Date |
|-----------------|----------------|
| Lesco L. Rogers | 03/15/2010 |

RECEIVING PARTY DATA

| Name: | Scion NeuroStim, LLC |
|-----------------|----------------------|
| Street Address: | 3105 Cone Manor Lane |
| City: | Raleigh |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 27613-6606 |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 12699374 |

CORRESPONDENCE DATA

Fax Number: (919)854-1401

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 9198541400

Email: sabraham@myersbigel.com

Correspondent Name: MYERS BIGEL SIBLEY & SAJOVEC

Address Line 1: PO BOX 37428

Address Line 4: RALEIGH, NORTH CAROLINA 27627

ATTORNEY DOCKET NUMBER: 9767-2IP

NAME OF SUBMITTER: Sarah Abraham

Total Attachments: 2

source=9767-2ip_Asg_12699374#page1.tif source=9767-2ip_Asg_12699374#page2.tif

> PATENT REEL: 024254 FRAME: 0997

CH \$40.00 126

501152152

ASSIGNMENT

THIS ASSIGNMENT, made by me, **Lesco L. Rogers**, a citizen of the United Kingdom, residing at 2210 Landings Way, Raleigh, North Carolina 27615;

WITNESSETH: That,

WHEREAS, I am the sole inventor of certain new and useful improvements in NEUROPHYSIOLOGICAL ACTIVATION BY VESTIBULAR OR CRANIAL NERVE STIMULATION for which U.S. Application No. 12/699,374 was filed on February 3, 2010 in the United States Patent and Trademark Office; and

WHEREAS, Scion NeuroStim, LLC, a North Carolina corporation having a principal office at 3105 Cone Manor Lane, Raleigh, North Carolina 27613-6606, hereinafter referred to as assignee, is desirous of acquiring the entire right, title and interest in and to said invention as described in said application, and in and to any and all Letters Patent which shall be granted therefor in the United States of America and all foreign countries;

NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I have sold and by these presents do hereby sell, assign, transfer, and convey unto the said assignee, its successors and assigns, the entire right, title, and interest in and to the said invention and application, and in and to any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent of the United States of America and all foreign countries or reissues or other forms of protection thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted along with any term extensions thereon or therefor, together with the right to claim the priority of said application in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by said assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made.

I hereby request that said Letters Patent be issued in accordance with this assignment.

I further covenant and agree that, at the time of the execution and delivery of these presents, I possess full title to the invention and application above-mentioned, and that I have the unencumbered right and authority to make this assignment.

I further covenant and agree to communicate to said assignee or its representatives any facts known to me relating to said invention, to testify in any interference or legal proceedings involving said invention, to execute any additional papers which may be requested to confirm the right of the assignee, its representatives, successors, or assigns to secure patent or similar protection for the said invention in all countries and to vest in the assignee complete title to the said invention and Letters Patent, without further compensation, but at the expense of said assignee, its successors, assigns, and other legal representatives; and I hereby instruct, and further covenant and agree to bind my heirs, legal representatives, and assigns, to do same, without further compensation, but at the expense of said assignee or its representatives.

| IN WITNESS WHEREOF, I | have hereunto set i | my hand and seal on this _ | day of |
|-------------------------|---------------------|----------------------------|--------|
| Marl , 2010. | / | | - |
| | 1 | (SEAL) | |
| LESC | CO L. ROGERS | | |
| STATE OF NORTH CAROLINA |) | | |
| COUNTY OF Durham |) | | |

Before me personally appeared the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purposes therein stated, this 15^{44} day of 15^{44} day of 15^{44} .

Thomas & Palford
Notary Public

SEAL

My Commission Expires: April 16, 2012

866402

RECORDED: 04/19/2010