PATENT ASSIGNMENT

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Jonathan R. HEIM	05/11/2007

RECEIVING PARTY DATA

Name:	BAYER MATERIALSCIENCE AG
Street Address:	51368
City:	LEVERKUSEN
State/Country:	GERMANY

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12724321

CORRESPONDENCE DATA

Fax Number: (650)284-2180

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

Phone: 650-242-4210
Email: kmoore@lbhip.com
Correspondent Name: Levine Bagade Han LLP
Address Line 1: 2400 Geng Road, Suite 120
Address Line 4: Palo Alto, CALIFORNIA 94303

ATTORNEY DOCKET NUMBER: ARMUNA00802

NAME OF SUBMITTER: Sanjay S. Bagade

Total Attachments: 2

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OP \$40.00 127

PATENT REEL: 024528 FRAME: 0354

Attorney Docket No.: ARMUNA00800

ASSIGNMENT SOLE

THIS ASSIGNMENT, by Jonathan R. HEIM (hereinafter referred to as the assignor), residing at 61 Clarendon Road, Pacifica, CA 94044, witnesseth:

WHEREAS, said assignor has invented certain new and useful improvements set forth in an application for Letters Patent of the United States entitled HIGH-PERFORMANCE ELECTROACTIVE POLYMER TRANSDUCERS, bearing Application No. 11/679,150 filed February 26, 2007; and

WHEREAS, Artificial Muscle, Inc., a corporation duly organized under and pursuant to the laws of California and having its principal place of business at 925 Hamilton Avenue, Menlo Park, CA 94025 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, for good and sufficient consideration, receipt of which is hereby acknowledged by assignor, said assignor has sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignor, had this sale and assignment not been made.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignor is the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignor has good and full right and lawful authority to seil and convey the same in the manner herein set forth.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee, its successors, legal representatives and assigns, that said assignor will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns. Such cost and expense shall include, but is not limited to, lost normal compensation of the respective assignor.

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Attorney Docket No.: ARMUNA00800

AND said assignor hereby requests the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

Date Jonathan R. HEIM