

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Thomas Jerome Bachinski	06/30/2010
Richard Paul Shindley	06/29/2010
Dennis Lutz	07/02/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	EMPI Inc.
<b>Street Address:</b>	1430 Decision Street
<b>City:</b>	Vista
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92081
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12276068
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)235-9492
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	617-951-7000
<b>Email:</b>	liseann.ruggeri@ropesgray.com
<b>Correspondent Name:</b>	ROPES & GRAY LLP
<b>Address Line 1:</b>	One International Place
<b>Address Line 2:</b>	39 / 41 Docketing
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110
<b>ATTORNEY DOCKET NUMBER:</b>	ACIZ-098-101
<b>NAME OF SUBMITTER:</b>	Lise Ann Ruggeri

**CH \$40.00 12276068**

Total Attachments: 15  
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## CONFIRMATORY ASSIGNMENT

WHEREAS, Thomas Jerome Bachinski, Richard Paul Shindley, and Dennis Lutz (the "INVENTORS") have been employed by EMPI Inc., having principal offices at 1430 Decision Street, Vista, CA 92081 (hereinafter "ASSIGNEE"), and during the course of employment invented certain inventions described in the Applications listed on Schedule A (the "Applications");

WHEREAS, as a condition of such employment all work product and intellectual property rights arising from the employment is and will be owned by ASSIGNEE, including all rights to seek patent protection for such work product throughout the world;

WHEREAS, the parties desire to confirm and perfect ASSIGNEE'S interest in the inventions and Applications, accordance with agreements duly entered into with the INVENTORS;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, the INVENTORS have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest of the Inventors in and throughout the United States of America, its territories and all foreign countries, in and to all inventions as described in the Applications, together with our entire right, title and interest in and to said Applications and any patents as may issue thereon, and any reissue, continuation, continuation-in-part, divisional and foreign counterparts thereof and including the right to claim priority under any applicable statute, treaty or convention based on said Applications; said inventions, applications and patents to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which any said patents may be granted. The Inventors also hereby confirm that they have conveyed and hereby confirm to convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patents, all choses in action pertaining to the Applications including the right to sue for and collect damages and other recoveries for past infringement thereof, all rights to initiate proceedings before government and administrative bodies, and all files, records and other materials arising from the prosecution, exploitation, or defense of rights and registrations pertaining to the Applications or patents. The Inventors hereby acknowledge that this Confirmatory Assignment confirms that ASSIGNEE has all rights necessary to apply for and obtain from competent authorities in all countries of the world any and all Applications or patents by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Applications or patents to ASSIGNEE for its own name as assignee of the entire right, title and interest therein; and

The Inventors hereby agree for themselves and their executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid inventions and intellectual property rights to said ASSIGNEE, its successors, assigns and legal representatives, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said inventions or any Applications or patents directed thereto may be involved; and

The Inventors do hereby authorize and request the commissioner of patents of all applicable countries listed in **Schedule A** to issue such patents as shall be granted upon Applications or based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

This Confirmatory Assignment may be executed in any number of counterparts and by facsimile signature or other electronic transmission, each of which shall be enforceable against the party actually executing the counterpart, and all of which together shall constitute one instrument.

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Execution of this Confirmatory Assignment by:

Inventor Thomas M. Bachinski Date: 6-30-10  
Thomas Jerome Bachinski

Address 19059 Orchard Trail  
Lakeville, MN 55044

Witness Jeanne Esser Date: 6-30-10

Address 2218 Gardenette Drive N  
White Bear Lake MN 55110

Inventor \_\_\_\_\_ Date: \_\_\_\_\_  
Richard Paul Shindley

Address \_\_\_\_\_

Witness \_\_\_\_\_ Date: \_\_\_\_\_

Address \_\_\_\_\_

Execution of this Confirmatory Assignment by:

Inventor \_\_\_\_\_  
Dennis Lutz

Date: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Witness \_\_\_\_\_

Date: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**Schedule A**

<b>APPLICATION NO.</b>	<b>COUNTRY</b>	<b>FILING DATE</b>	<b>TITLE</b>	<b>R&amp;G Reference No.</b>
61/019,489	United States of America	1/7/08	SYSTEMS AND METHODS FOR THERAPEUTIC ELECTRICAL STIMULATION	ACIZ-098-001
12/276,068	United States of America	11/21/08	SYSTEMS AND METHODS FOR THERAPEUTIC ELECTRICAL STIMULATION	ACIZ-098-101
12/319,539	United States of America	1/7/09	SYSTEMS AND METHODS FOR THERAPEUTIC ELECTRICAL STIMULATION	ACIZ-098-102
PCT/US2009/000082	PCT	1/7/09	SYSTEMS AND METHODS FOR THERAPEUTIC ELECTRICAL STIMULATION	ACIZ-098-WO1

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The Inventors do hereby authorize and request the commissioner of patents of all applicable countries listed in **Schedule A** to issue such patents as shall be granted upon Applications or based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

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Execution of this Confirmatory Assignment by:

Inventor \_\_\_\_\_  
Thomas Jerome Bachinski

Date: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Witness \_\_\_\_\_

Date: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Inventor Richard Paul Shindley  
Richard Paul Shindley

Date: 6-29-2010

Address 17930 182<sup>nd</sup> Ave  
Big Lake, MN 55209

Witness \_\_\_\_\_

Date: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Execution of this Confirmatory Assignment by:

Inventor \_\_\_\_\_  
Dennis Lutz

Date: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Witness \_\_\_\_\_ Date: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**Schedule A**

<b>APPLICATION NO.</b>	<b>COUNTRY</b>	<b>FILING DATE</b>	<b>TITLE</b>	<b>R&amp;G Reference No.</b>
61/019,489	United States of America	1/7/08	SYSTEMS AND METHODS FOR THERAPEUTIC ELECTRICAL STIMULATION	ACIZ-098-001
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Execution of this Confirmatory Assignment by:

Inventor \_\_\_\_\_  
Thomas Jerome Bachinski

Date: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Witness \_\_\_\_\_

Date: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Inventor \_\_\_\_\_  
Richard Paul Shindley

Date: \_\_\_\_\_

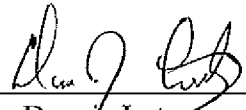
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Witness \_\_\_\_\_

Date: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Execution of this Confirmatory Assignment by:

Inventor   
Dennis Lutz

Date: 7-2-2010

Address 7680 PALOMINO LANE  
LINO LAKES, MN 55014

Witness \_\_\_\_\_

Date: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_



**Schedule A**

<b>APPLICATION NO.</b>	<b>COUNTRY</b>	<b>FILING DATE</b>	<b>TITLE</b>	<b>R&amp;G Reference No.</b>
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