

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Eyad Kishawi	04/13/2010
Jeffery M. Kramer	03/31/2010
RECEIVING PARTY DATA	
Name:	Spinal Modulation, Inc.
Street Address:	1135 O'Brien Drive
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12730908
CORRESPONDENCE DATA	
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Address Line 1:	2755 Campus Drive
Address Line 2:	W. Benjamin Glenn
Address Line 4:	San Mateo, CALIFORNIA 94403
ATTORNEY DOCKET NUMBER:	10088-722.200
NAME OF SUBMITTER:	W. Benjamin Glenn
Total Attachments: 3 source=10088-722-200-Assignment-Kishawi-Kramer#page1.tif source=10088-722-200-Assignment-Kishawi-Kramer#page2.tif	

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RECORDATION FORM COVER SHEET
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. Name of conveying party(ies): (1) Eyad Kishawi (2) Jeffery M. Kramer Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Name: Spinal Modulation, Inc. 1135 O'Brien Drive Menlo Park, CA 94025	
3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other EXECUTION DATES: (1) 04/13/2010, (2) 03/31/2010		Name and address of receiving party(ies): Name: Street Address: City: State: Zip: Country: Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is:			
A. Patent Application No.(s) – 12/730,908 Title: PAIN MANAGEMENT WITH STIMULATION SUBTHRESHOLD TO PARESTHESIA		B. Patent No.(s)	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: W. Benjamin Glenn Shay Glenn LLP 2755 Campus Drive, Suite 210 San Mateo, CA 94403		6. Total number of applications and patents involved: <u>1</u>	
		7. Total fee (37 CFR 3.41): \$40.00 <input type="checkbox"/> A check is enclosed that includes the total fee. <input checked="" type="checkbox"/> Charge the \$40 fee to Deposit Account 50-4050 .	
DO NOT USE THIS SPACE			
8. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> W. Benjamin Glenn, Reg. No. 44,713 Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and documents: 3			

ASSIGNMENT OF PATENT APPLICATION**Docket Number: 10088-722.200 / SM-02010US**

This Assignment of Patent Application is between: **Eyad Kishawi** of San Carlos, CA; and **Jeffery M. Kramer** of San Francisco, CA, (hereinafter referred to as "Inventor") and **Spinal Modulation, Inc.** a corporation of the State of Delaware, having a place of business at 1135 O'Brien Drive, Menlo Park, CA, 94025, (hereinafter termed "Assignee").

WHEREAS Inventor has invented certain new and useful improvements in:

"PAIN MANAGEMENT WITH STIMULATION SUBTHRESHOLD TO PARESTHESIA"

for which an application for the United States Patent was filed on **March 24, 2010**, Application No. **12/730,908**.

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of the said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contest, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his heirs, legal representatives and assigns.
4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

ASSIGNMENT OF PATENT APPLICATION**Docket Number: 10088-722.200 / SM-02010US**

IN WITNESS WHEREOF, said Inventor has executed and delivered this instrument to said Assignee:

4/13/2010
DateEyad Kishawi
Eyad Kishawi3/31/2010
DateJeffery M. Kramer
Jeffery M. Kramer