PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Michael A. Faltys	06/28/2010
Roy C. Martin	08/09/2010
Steven E. Scott	08/10/2010
Gerald E. Loeb	08/18/2010

RECEIVING PARTY DATA

Name:	SetPoint Medical Corporation	
Street Address:	222 Berkeley Street, 20th Floor	
City:	Boston	
State/Country:	MASSACHUSETTS	
Postal Code:	02116	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12797452

CORRESPONDENCE DATA

Fax Number: (650)212-7562

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

Phone: (650) 212-1700

Email: mbuggie@shayglenn.com

Correspondent Name: Shay Glenn LLP

Address Line 1: 2755 Campus Drive, Suite 210
Address Line 4: San Mateo, CALIFORNIA 94403

ATTORNEY DOCKET NUMBER: 10471-710.200

NAME OF SUBMITTER: Mary Buggie

Total Attachments: 9

 $source \verb|=| 10471-710-200_RecordCS_Assgn\#page1.tif$

PATENT REEL: 025579 FRAME: 0749 \$40.00 12797



PATENT REEL: 025579 FRAME: 0750

U.S. DEPARTMENT OF COMMERCE

RECORDATION FORM COVER SHEET

PATENT AND TRADEMARK OFFICE

PATENTS ONLY 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): 2. Name and address of receiving party(ies): **SetPoint Medical Corporation** Michael A. Faltys 222 Berkeley Street, 20th Floor (2) Roy C. Martin Boston, MA 02116 (3) Steven E. Scott (4) Gerald E. Loeb Additional name(s) of conveying party(ies) attached? Yes No Name and address of receiving party(ies): 3. Nature of Conveyance: Name: Assignment Merger Street Address: Security Agreement Change of Name City: State: Zip: Other Country: Additional name(s) & address(es) attached? EXECUTION DATE(S): (1) 06/28/10, (2) 08/09/10, Yes (3) 08/10/10, (4) 08/18/10 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: B. Patent No.(s) Patent Application No.(s) - 12/797,452 Title: NERVE CUFF WITH POCKET FOR LEADLESS STIMULATOR \boxtimes Additional numbers attached? Yes No 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: concerning document should be mailed: Richard D. Shoop **Shay Glenn LLP** 2755 Campus Drive, Suite 210 San Mateo. CA 94403 7. Total fee (37 CFR 3.41): \$40.00 A check is enclosed that includes the total fee. Charge the \$40 fee to Deposit Account 50-4050. DO NOT USE THIS SPACE 8. Statement and signature. 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. Richard D. Shoop, Reg. No. 45,763 Signature Name of Person Signing Total number of pages including cover sheet, attachments, and documents: 9

> **PATENT** REEL: 025579 FRAME: 0751

Docket Number: 10471-710.200

This Assignment of Patent Application is between: Michael A. Faltys of Valencia, CA; Roy C. Martin of Maple Grove, MN, Steven E. Scott of Excelsior, MN and Gerald E. Loeb of South Pasadena, CA, (hereinafter referred to as "Inventor") and SetPoint Medical Corporation, a corporation of the State of Delaware, having a place of business at 222 Berkeley Street, 20th Floor, Boston, MA, 02116, (hereinafter termed "Assignee").

WHEREAS Inventor has invented certain new and useful improvements in:

"NERVE CUFF WITH POCKET FOR LEADLESS STIMULATOR"

for which an application for the United States Patent was filed on June 9, 2010, Application No. 12/797,452.

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.

Page 1 of 2

PATENT

ASSIGNMENT OF PATENT	APPLICATION	Docket Number: 10	471-710.200
IN WITNESS WHEREOF	, said Inventor has execut	ed and delivered this instrumen	t to said Assignee:
6/28/2010		1. 1)
Date	Michael A	A. Faltys	
Date	Roy C. M	(artin	
Date	Steven E.	Scott	
Date	Gerald E	. Loeb	

PATENT REEL: 025579 FRAME: 0753

Docket Number: 10471-710.200

This Assignment of Patent Application is between: Michael A. Faltys of Valencia, CA; Roy C. Martin of Maple Grove, MN, Steven E. Scott of Excelsior, MN and Gerald E. Loeb of South Pasadena, CA, (hereinafter referred to as "Inventor") and SetPoint Medical Corporation, a corporation of the State of Delaware, having a place of business at 222 Berkeley Street, 20th Floor, Boston, MA, 02116, (hereinafter termed "Assignee").

WHEREAS Inventor has invented certain new and useful improvements in:

"NERVE CUFF WITH POCKET FOR LEADLESS STIMULATOR"

for which an application for the United States Patent was filed on June 9, 2010, Application No. 12/797,452.

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.

Page 1 of 2

PATENT

Docket Number: 10471-710.200

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

Date	Michael A. Faltys
5/9/10	Lox C. Wait
Date	Roy C. Martin
Date	Steven E. Scott
Date	Gerald E. Loeb

Page 2 of 2

Docket Number: 10471-710.200

This Assignment of Patent Application is between: **Michael A. Faltys** of Valencia, CA; **Roy C. Martin** of Maple Grove, MN, **Steven E. Scott** of Excelsior, MN and **Gerald E. Loeb** of South Pasadena, CA, (hereinafter referred to as "Inventor") and **SetPoint Medical Corporation**, a corporation of the State of Delaware, having a place of business at 222 Berkeley Street, 20th Floor, Boston, MA, 02116, (hereinafter termed "Assignee").

WHEREAS Inventor has invented certain new and useful improvements in:

"NERVE CUFF WITH POCKET FOR LEADLESS STIMULATOR"

for which an application for the United States Patent was filed on June 9, 2010, Application No. 12/797,452.

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.

Page 1 of 2

PATENT

ASSIGNMENT	OF	PATENT	'APPLICATIO	N

Docket Number: 10471-710.200

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

Date	Michael A. Faltys
Date	Roy C. Martin
8/10/10 Date	Steven E. Scott
Date	Gerald E. Loeb

Page 2 of 2

Docket Number: 10471-710.200

This Assignment of Patent Application is between: **Michael A. Faltys** of Valencia, CA; **Roy C. Martin** of Maple Grove, MN, **Steven E. Scott** of Excelsior, MN and **Gerald E. Loeb** of South Pasadena, CA, (hereinafter referred to as "Inventor") and **SetPoint Medical Corporation**, a corporation of the State of Delaware, having a place of business at 222 Berkeley Street, 20th Floor, Boston, MA, 02116, (hereinafter termed "Assignee").

WHEREAS Inventor has invented certain new and useful improvements in:

"NERVE CUFF WITH POCKET FOR LEADLESS STIMULATOR"

for which an application for the United States Patent was filed on June 9, 2010, Application No. 12/797,452.

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.

Page 1 of 2

ASSIGNMENT OF PAT	ENT APPLICATION	Docket Number:	10471-710.200	
IN WITNESS WHE	REOF, said Inventor has execut	ed and delivered this instru	ument to said Assigns	
Date	Michael A	Michael A. Faltys		
Date	Roy C. M	(artin		
Date	Steven E.	Scott		
Avg. 18, 2000 Date	Gerald E	Loeb	7	

Page 2 of 2