

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Neil S. Sherman	02/21/2011
RECEIVING PARTY DATA	
Name:	Spinal Modulation, Inc.
Street Address:	1135 O'Brien Drive
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94070
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13023470
CORRESPONDENCE DATA	
Fax Number:	(415)362-2928
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4153623800
Email:	officeactions@fdml.com
Correspondent Name:	Fliesler Meyer LLP
Address Line 1:	650 California Street
Address Line 2:	14th Floor
Address Line 4:	San Francisco, CALIFORNIA 94108
ATTORNEY DOCKET NUMBER:	SPMOD-01001US1
NAME OF SUBMITTER:	Jeffrey R. Kurin
Total Attachments: 2 source=SPMOD-01001US1-Assignment_signed#page1.tif source=SPMOD-01001US1-Assignment_signed#page2.tif	

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PATENT
REEL: 025951 FRAME: 0229

SOLE TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned, Neil S. Sherman, a resident of San Bruno, California, (hereinafter termed "Inventor"), has invented certain new and useful improvements in:

DIRECT MEMORY ACCESS (DMA) CONTROLLED STIMULATION

1. and has prepared a United States Provisional Patent Application disclosing and identifying the invention, said application having been filed on the 16th day of December, 2010, and assigned U.S. Provisional Patent Application No. 61/423,995;
2. and has executed on the 2nd day of February, 2011, a declaration or oath for an application for a United States patent disclosing and identifying the invention and/or said application having been filed on the 8th day of February, 2011, and assigned U.S. Patent Application No. 13/023,470.

WHEREAS SPINAL MODULATION, INC. (hereinafter termed "Assignee"), a corporation of the State of Delaware, having a place of business at 1135 O'Brien Drive, Menlo Park, California, 94070, wishes to acquire 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, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for 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(s) and said invention; (b) in and to all rights to apply in any and all countries of the world for patent applications, patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all 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 other countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, executing 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 complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting provisional, utility, substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions,

invalidity 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, said Inventor's heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that said Inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed this instrument on the date as given below and delivered this instrument to said Assignee:

Feb 21st 2011

Date

Neil S. Sherman

Neil S. Sherman