

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WAVE CV, INC.	04/21/2011
RECEIVING PARTY DATA	
Name:	NUPULSE, INC.
Street Address:	535 WEST 23RD STREET, SUITE SPH2N
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10011
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7892162
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	skamholz@foleyhoag.com
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ATTORNEY DOCKET NUMBER:	NPK-001.01 (29960-101)
NAME OF SUBMITTER:	Scott E. Kamholz
Total Attachments: 2	
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CONFIRMATORY ASSIGNMENT

WHEREAS, Wave CV, Inc., a Delaware corporation whose address is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, (“Assignor”) was the owner, by way of assignment from the inventors, of all the right, title, and interest in and to certain inventions or discoveries (or both) set forth in the following application for Letters Patent:

U.S. Patent Application Serial Number 12/604,228, which was filed on October 22, 2009, entitled ARTERIAL INTERFACE, now U.S. Patent No. 7,892,162, issued on February 22, 2011; and

WHEREAS by an assignment document (“the Prior Assignment”) executed on October 1, 2010 and recorded with the U.S. Patent and Trademark Office on October 1, 2010 at Reel 025078, Frame 0511, Assignor intended to assign its entire right, title, and interest in and to said inventions, discoveries, and patent application to NuPulse Inc., a Delaware corporation, whose address is 535 West 23rd Street, Suite SPH2N, New York NY 10011, and which, together with its successors and assigns, is hereinafter called “Assignee”; and

WHEREAS a typographical error resulted in Assignor being identified in the signature block as “NuPulse, Inc.” instead of as “Wave CV, Inc.”; and

WHEREAS Assignor wishes to confirm that it intended to convey, and did in fact convey, Assignor’s entire right, title, and interest in and to said inventions, discoveries, and patent application to Assignee by the Prior Assignment, and Assignor wishes to assign, transfer, and convey any right, title, and interest that it may retain in and to said inventions, discoveries, and patent application to Assignee; and

WHEREAS Assignor wishes to clarify the chain of title of said inventions, discoveries, and patent application;

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which Assignor hereby acknowledge, Assignor hereby, without reservation:

1. Affirms that Assignee was the entity to which Assignor intended to assign its entire right, title, and interest in and to said inventions, discoveries, and patent application by the Prior Assignment;
2. Affirms its warranty in the Prior Assignment that it had not knowingly conveyed to others any right in said application or Letters Patent or any license to said application or Letters Patent, and that it had good right to assign the same to Assignee without encumbrance at the time of the Prior Assignment
3. Assigns, transfers, and conveys to Assignee Assignor’s entire right, title, and interest, if any, that Assignor retains in and to (a) said inventions and discoveries, (b) know-how and other intellectual property related to the subject matter of said inventions and discoveries, (c) said application for Letters Patent, (d) any and all other applications for Letters Patent setting forth said inventions and discoveries based in whole or in part upon said applications, including all provisional, nonprovisional, divisional, renewal, substitute, continuation, continuation-in-part,

reissue, Convention applications, International applications, national stages, regional stages, reexaminations, and extensions of Letters Patent, (e) any Letters Patent issuing from any such applications and the right to sue for past infringement thereof and for provisional rights under 35 U.S.C. § 154(d) thereof, and (f) every priority right that is or may be predicated upon or arise from said application and said Letters Patent;

4. To the extent Assignor is not precluded by the Prior Assignment, authorizes Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in its name or in the name of Assignee or otherwise as Assignee may deem advisable, under the Paris Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, or otherwise;

5. To the extent Assignor is not precluded by the Prior Assignment, authorizes and requests the Director of the United States Patent and Trademark Office and equivalent authorities in all other patent offices worldwide to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct;

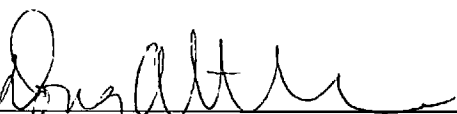
6. Warrants that, other than in the Prior Assignment, Assignor has not knowingly conveyed to others any right in said applications or Letters Patent or any license to said applications or Letters Patent, and that it has good right to assign the same to Assignee without encumbrance;

7. Binds its heirs, legal representatives and assigns, as well as itself, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to them, all acts reasonably serving to assure that the said inventions and discoveries, said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by itself, its heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, declarations, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to it relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in its control or in the control of its heirs, legal representatives or assigns which may be useful for establishing the facts of conceptions, disclosures, and reduction to practice of said inventions and discoveries.

IN TESTIMONY OF WHICH, the undersigned certifies that the undersigned is duly authorized by Assignor to execute this Confirmatory Assignment on its behalf, and has executed this Assignment as an instrument under seal on the date indicated.

Wave CV, Inc.

4/21/11
Date

by 
Douglas Altschuler
President and CEO