

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Saadat Hussain	05/14/2011
<b>RECEIVING PARTY DATA</b>	
Name:	Cyberonics Inc.
Street Address:	100 Cyberonics Blvd.
City:	Houston
State/Country:	TEXAS
Postal Code:	77058
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	13098141
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(208)562-4901
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2085624900
Email:	uspto@zmjlaw.com
Correspondent Name:	Zarian Midgley & Johnson PLLC
Address Line 1:	Univ. Plaza, 960 Broadway Ave, Suite 250
Address Line 4:	Boise, IDAHO 83706
ATTORNEY DOCKET NUMBER:	CYBE.006U
NAME OF SUBMITTER:	Rexford A. Johnson
Total Attachments: 2 source=006_CYBE006U_Assignment#page1.tif source=006_CYBE006U_Assignment#page2.tif	

OP \$40.00 13098141

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**PATENT**  
**REEL: 026475 FRAME: 0833**

## ASSIGNMENT

WHEREAS, Saadat Hussain, residing at 10022 Park Meadow Drive  
Houston TX 77089, (hereinafter "Assignor")  
has invented certain new and useful inventions and improvements (hereinafter "Invention")  
described in the United States patent application entitled **BATTERY LIFE ESTIMATION**  
**BASED ON VOLTAGE DEPLETION RATE** for which Assignor has made application for  
LETTERS PATENT OF THE UNITED STATES as filed on April 29, 2011 and assigned U.S.  
Application Serial No. 13/098,141;

WHEREAS, Cyberonics Inc., a Delaware corporation having an address of 100 Cyberonics Inc.,  
100 Cyberonics Blvd., Houston, Texas 77058 (hereinafter "Assignee"), is desirous of acquiring  
the entire right, title and interest in and to the Invention within the United States of America and  
its territorial possessions and all foreign countries, and in and to any United States or foreign  
LETTERS PATENT that may be granted therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby  
acknowledged, Assignor has assigned, sold and transferred, and does assign, sell and transfer to  
the Assignee, its successors and assigns, the entire right, title and interest in and to the Invention  
within the United States of America and its territorial possessions and all foreign countries, and  
in and to any LETTERS PATENT of the United States and foreign countries, including utility  
models, inventor's certificates and like government grants that may be granted for any and all  
portions thereof, and in and to the patent application identified above and applications for patent  
filed for the Invention in all foreign countries and all provisional, divisional, reissue,  
continuation, continuation-in-part applications and extensions of any of the applications for  
patent or LETTERS PATENT identified herein, including all applications claiming the priority  
of said applications for patent or LETTERS PATENT identified herein, and the right to apply for  
LETTERS PATENT in foreign countries with full benefit of such priorities as may now or  
hereafter be granted to Assignor by local laws or by treaty, including any international  
convention, for the protection of industrial property, together with the right to extend the  
protection of the United States LETTERS PATENT to the various territorial possessions now  
owned or which may be hereafter acquired by the United States of America. Assignee will hold  
all rights for its own use and benefit and for the use and benefit of its successors or assigns to the  
full end of the term for which the LETTERS PATENT may be granted, as fully and entirely as  
the same would have been held and enjoyed by Assignor if this assignment and sale had not been  
made. Assignor requests and authorizes the Commissioner of the U.S. Patent and Trademark  
Office, and foreign counterpart officials of foreign patent offices, to issue respective LETTERS  
PATENT in the United States and foreign countries when granted, in accordance with this  
assignment.

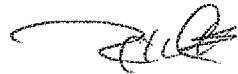
Assignor further covenants and agrees with the Assignee that Assignor has a full and  
unencumbered title to the Invention, which title Assignor warrants to the Assignee. Assignor  
further agrees that Assignor will, without demanding any further consideration therefor, at the  
request and expense of the Assignee, do all lawful and just acts, including the execution and  
acknowledgment of instruments, that may be or become necessary for obtaining, sustaining,

extending, reissuing or reexamining United States and foreign LETTERS PATENT or the like for the Invention, and for maintaining and perfecting the Assignee's right to the Invention and LETTERS PATENT particularly in cases of interference conflict, opposition and litigation.

IN TESTIMONY WHEREOF, I have signed this Assignment on the date specified below.

Saadat Hussain      5/14/2011  
SAADAT HUSSAIN      Date

WITNESS my hand on the 14 day of May in the year 2011.

  
\_\_\_\_\_  
Witness Signature

Witness Name: Rosevelt Colvin

