## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PARTY DATA				
Name Execution Date				
Jeffrey E. Thomas			10/12/2011	
RECEIVING PARTY DATA				
Name:	Encephalon Technologies, LLC			
Street Address:	2100 Webster St.			
Internal Address:	Suite 332			
City:	San Francisco			
State/Country:	CALIFORNIA			
Postal Code:	94115			
PROPERTY NUMBERS Total: 1 Property Type Number				
Application Number: 13186				
CORRESPONDENCE DATA				
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Phone:       216/363-4500         Email:       amiller@beneschlaw.com         Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via				
Correspondent Name:				
Address Line 1:	200 Public Square			
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ATTORNEY DOCKET NUMBER:		26998.20		
NAME OF SUBMITTER:		Amanda M. Miller		
Total Attachments: 2 source=assignsigned#page1.tif source=assignsigned#page2.tif				

### PATENT

#### ASSIGNMENT

WHEREAS, I, Jeffrey E. Thomas, MD, residing at 100 Stonepine Road, Hillsborough, California, 94010 (hereinafter referred to as the "ASSIGNOR"), own the entire right, title, and interest in and to an invention relating to certain new and useful improvements which is identified as follows:

### BIDIRECTIONAL CEREBRAL SPINAL FLUID INFUSION CATHETER WITH COOLING MECHANISM AND METHOD OF USE

the specification of which was filed on July 19, 2011 as a Continuation-In-Part Application (hereinafter referred to as the "Application"), No. 13/186,253, claiming priority to U.S. Non-Provisional Application No. 12/431,889, filed on April 29, 2009.

WHEREAS, as used herein, "Invention" means: (a) said Application; (b) any and all inventions which are disclosed and claimed in said Application; (c) any and all inventions which are disclosed but not claimed in said Application; (d) and any all improvements, developments, and modifications to the invention deriving from said Application; (e) any and all continuations, requests for continued examination, and all other applications which claim priority to said Application, including but not limited to any and all applications filed pursuant to 37 C.F.R. 1.53; and (f) any and all continuations, requests for continued examination, and all other applications, including but not limited to those applications filed under 37 C.F.R. 1.53, to which said Application claims priority;

WHEREAS, Encephalon Technologies, LLC, with a principal place of business at 2100 Webster St., Suite 332, San Francisco, California 94115, together with any successors, legal representatives or assigns thereof (hereinafter referred to as "ASSIGNEE") is desirous of acquiring ASSIGNOR'S entire right, title and interest in and to said Invention;

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and transfers to ASSIGNEE, ASSIGNOR'S entire right, title and interest in and to said Invention, and all United States Letters Patents which may be granted thereon, and all reissues, reexaminations and extensions on said Invention, and all priority rights under all available International Agreements, Treaties and Conventions in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said Invention in any foreign countries, and all patents granted for said Invention in any foreign country; ASSIGNOR assigns and transfers to ASSIGNEE the right to file applications on the Invention in the United States and all foreign countries, and ASSIGNOR hereby authorizes and requests the United States commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said Invention to ASSIGNEE in accordance with the terms of this Assignment;

ASSIGNOR HEREBY covenants that when requested, without charge to, but at the expense of, said ASSIGNEE, to carry out in good faith the intent and purpose of this Assignment; ASSIGNOR will disclose all facts known to us relating to said Invention and the history thereof; ASSIGNOR will testify in all legal proceedings, and do everything possible which ASSIGNEE shall consider desirable for aiding in securing, maintaining and enforcing proper patent and intellectual property protection for said Invention, including but not limited to executing all rightful oaths, assignments, powers of attorney and other papers, as shall be necessary, and ASSIGNOR hereby irrevocably appoints ASSIGNEE as ASSIGNOR'S attorney in fact with power to execute on ASSIGNOR hereby covenants with said ASSIGNEE that ASSIGNOR has made to others no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed, and that ASSIGNOR has full right to convey their entire right, title and interest as herein expressed.

IN WITNESS WHEREOF, this Assignment has been executed this 12 day of October, 2011.

## **ASSIGNOR:**

Signature: Thomas, MD

# **ASSIGNEE:**

**Encephalon** Technologies, LLC

Signature:

Thomas, MD

Title: \_\_\_\_\_