# PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Arkady Glukhovsky	06/18/2009
Mark L. Lindon	06/18/2009
Yitzhak Zilberman	06/18/2009

### **RECEIVING PARTY DATA**

Name:	Bioness Inc.
Street Address:	25103 Rye Canyon Loop
City:	Valencia
State/Country:	CALIFORNIA
Postal Code:	91355

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13000840

## **CORRESPONDENCE DATA**

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via US Mail.

Correspondent Name: Cooley LLP
Address Line 1: 777 6th Street, NW

Address Line 2: Suite 1100, ATTN: Patent Group

Address Line 4: Washington, DISTRICT OF COLUMBIA 20001-2421

ATTORNEY DOCKET NUMBER:	BION-026/01US 307799-2207
NAME OF SUBMITTER:	Margaret S. Fischofer

Total Attachments: 5

PATENT REEL: 027274 FRAME: 0273 :H \$40.00

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PATENT REEL: 027274 FRAME: 0274 Attorney Docket No: BION-026/01WO 307799-2176

#### ASSIGNMENT

Arkady Glukhovsky, residing at 23541 Via Amado, Santa Clarita, California 91355, Mark L. Lindon, residing at 5114 Calenda Drive, Woodland Hills, CA 91367, and Yitzhak Zilberman, residing at 23462 Thornewood Drive, Santa Clarita, CA 91321, (each referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in an international application for patent under the Patent Cooperation Treaty, entitled TREATMENT OF INDICATIONS USING ELECTRICAL STIMULATION, and which is:

(1)	[X] to be filed herewith; or		
	[] bearing Application No.	and filed on	

WHEREAS, BIONESS INC., a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at 25103 Rye Canyon Loop, Valencia, CA 91355 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1); the right to file applications for patent of the United States or other countries on the Invention(s); any application for patent of the United States or other countries claiming priority to this application; any provisional or other right to recover damages, including royalties, for prior infringements of this application; and any patent of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty;
- (d) any application for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or any application(s) for patent claiming the

PATENT REEL: 027274 FRAME: 0275 Invention(s), including any division(s), continuation(s), and continuation(s)-in-part;

- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the proceeding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD KRONISH LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

PATENT REEL: 027274 FRAME: 0276 Date: 6/18/2008 State of California SS personally appeared Arkany (5 ( ukhousky, who proved to me on the basis of satisfactory evidence to be the person(x) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. DEE VETTER Commission # 1711340 Notary Public - California WITNESS my hand and official seal. Los Angeles County My Comm. Backes Jan 14, 2011

State of California

County of Sangles

On before me, so Verfeer, Notary Public, personally appeared Mark L. Lindon, who proved to me on the basis of satisfactory evidence to be the person(s) whose name (s) are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature

DEF VETTER

Commission 17171340

Notary Public, California

Los Angeles County

My Comm. Expression 14, 2211

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State of California

before me, Dec Verren Notary Public, personally appeared Ytzkak Zi berman, who proved to me on the basis of satisfactory evidence to be the person whose name (a) (s) are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature (a) on the instrument the person (b), or the entity upon behalf of which the person (c)

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DEE VETTER
Commission # 1711349
Notary Public - California
Los Angeles County
My Comm. Expires Jan 14, 2011

Notary Signature\_

executed the instrument.

407426 v1/RE

PATENT REEL: 027274 FRAME: 0279

**RECORDED:** 11/23/2011