

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Dominique DURAND</td> <td>04/15/2009</td> </tr> <tr> <td>Dustin TYLER</td> <td>04/10/2009</td> </tr> </tbody> </table>		Name	Execution Date	Dominique DURAND	04/15/2009	Dustin TYLER	04/10/2009				
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<table border="1"> <tr> <td>Name:</td> <td>Case Western Reserve University</td> </tr> <tr> <td>Street Address:</td> <td>10900 Euclid Ave</td> </tr> <tr> <td>City:</td> <td>Cleveland</td> </tr> <tr> <td>State/Country:</td> <td>OHIO</td> </tr> <tr> <td>Postal Code:</td> <td>44106-7004</td> </tr> </table>		Name:	Case Western Reserve University	Street Address:	10900 Euclid Ave	City:	Cleveland	State/Country:	OHIO	Postal Code:	44106-7004
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>6456866</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	6456866						
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CORRESPONDENCE DATA											
<p>Fax Number: (216)308-3245 Phone: 2163083245 Email: jtkalnay@gmail.com <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> Correspondent Name: John Kalnay Address Line 1: 600 Superior Avenue, East, Suite 1300 Address Line 4: Cleveland, OHIO 44114</p>											
ATTORNEY DOCKET NUMBER:	2005-1034										
NAME OF SUBMITTER:	John Kalnay										
<p>Total Attachments: 3 source=2005-1034-Assgt_Page_1#page1.tif source=2005-1034-Assgt_Page_2#page1.tif source=2005-1034-Assgt_Page_3#page1.tif</p>											

OP \$40.00 6456866

PATENT

AGREEMENT

This Agreement between Dominique Durand, an individual residing at 36765 Valley Forge Drive, Solon, Ohio, 44139 and Dustin Tyler, an individual residing at 580 Charles Place Highland Heights, OH 44143 ("Assignors") and Case Western Reserve University, a nonprofit educational institution having an office at 10900 Euclid Avenue, Cleveland, Ohio 44106-7004 ("the University") is entered into this 17th day of March, 2006.

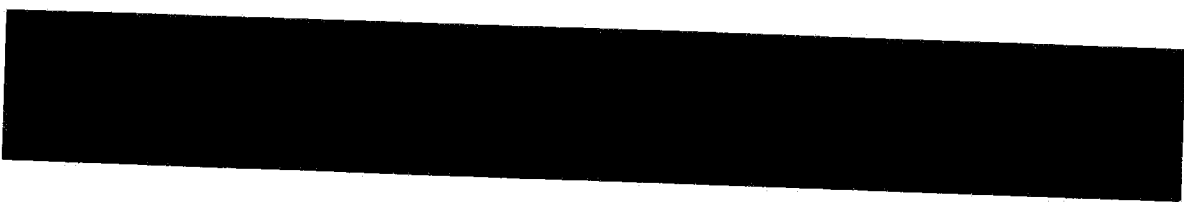
WHEREAS, Assignors were named as co-inventors of a certain invention specifically set forth in the Disclosure of Invention entitled "Flat Interface Nerve Electrode," disclosed to University on or about May 31, 1998, and assigned University Docket Number JAKE 2005-1034 attached as Exhibit A hereto (hereinafter "Intellectual Property");

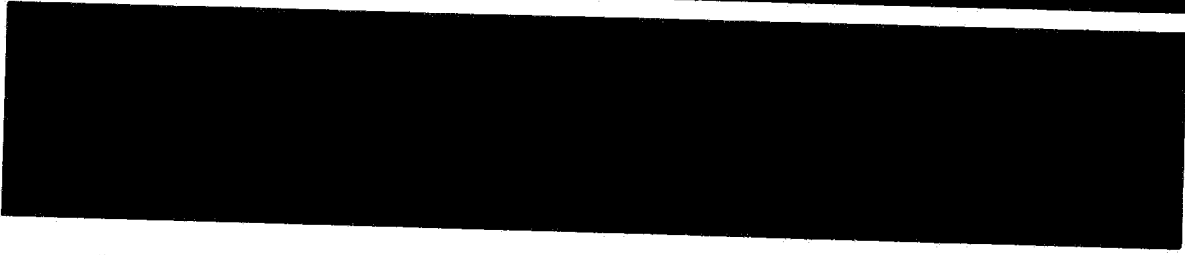

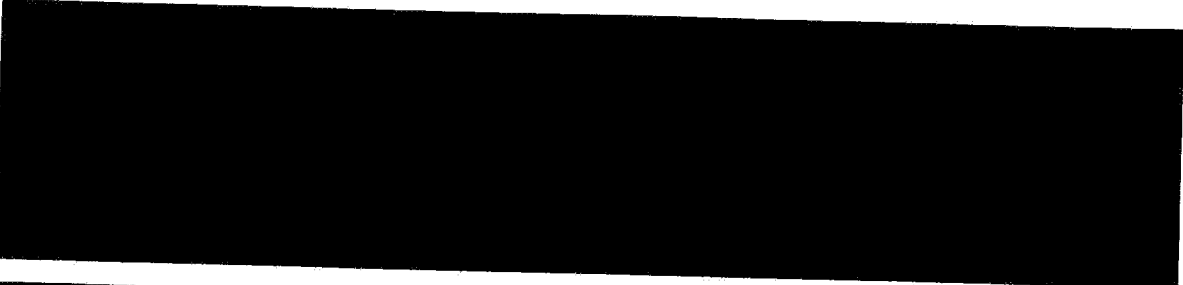
WHEREAS, the University was the owner of the Intellectual Property and disclaimed in favor of Assignors its rights in said Intellectual Property in the letter dated June 16, 1999 attached as Exhibit B hereto (the "Disclaimer") subject to the provisions of the Bayh-Dole Act;

WHEREAS, Assignors have filed United States patent application 09/409,315 and have obtained U. S. Patent No. 6,456,866 based upon the Intellectual Property and might in the future file patent applications, continuations, divisions, continuations-in-part, reissues, re-examinations and extensions based on the Intellectual Property (the "Patent Rights");

WHEREAS, under the University Intellectual Property Policy, the University awards a share of the revenues, if any, derived from intellectual property rights owned by the University to inventors;

NOW THEREFORE, in consideration of the rights granted in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows.

1. Assignors hereby return, assign, transfer and convey to the University all right, title and interest in the Intellectual Property, including without limitation, in the Patent Rights.
 2. Assignors represent and warrant as follows: that they are authorized to enter into this Agreement and to return and assign to the University all of the right, title and interest and property set forth in paragraph 1 hereof; that neither of them has licensed, assigned, transferred or conveyed to any other person or entity, directly or by operation of law, any right, title or interest or property set forth in paragraph 1 hereof; and that there are no options, liens, security interests or encumbrances against the right, title and interest and property set forth in paragraph 1 hereof.
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6. Each party, upon the request of the other party, shall undertake to execute and deliver to the other party all such documents and do such other lawful acts as may be reasonably necessary to effectuate the purposes of this Agreement.

7. This Agreement shall be governed by and construed under the laws of the State of Ohio, without giving effect to principles of conflicts of laws.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, heirs and assigns.

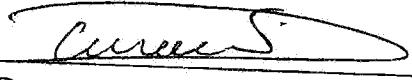
9. This Agreement and the University Intellectual Property Policy constitute and express the entire agreement and understanding between the parties hereto in reference to all the matters herein referred to. To the extent that there is any discrepancy between or among the provisions of this Agreement and the University Intellectual Property Policy, the terms of this Agreement shall control. All previous discussions, promises, representations, and understandings relative thereto, if any, between the parties are hereby merged herein. No modification or claimed waiver of any of the provisions herein shall be valid unless in writing and signed by an authorized representative of each party. Should any term or part of this Agreement be or become fully or partially invalid, the legal validity of the remaining provisions shall not be affected thereby and the parties shall then agree on an appropriate provision which will, to the extent permissible by law, come nearest to the purpose and intent of the parties hereto.

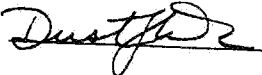
10. Any controversy or dispute arising under this Agreement shall be referred to and finally settled by arbitration in the City of Cleveland, Ohio, under the auspices of, and conducted in accordance with, the rules of the American Arbitration Association. All arbitration

proceedings shall be before a board of three (3) arbitrators, for each of which each party shall select one (1) arbitrator and the selected arbitrators shall select the third arbitrator. The costs of the third arbitrator shall be divided equally between the parties, and each party shall pay the costs of the arbitrator selected by it. Any award of the arbitrators shall be final and conclusive on the parties to this Agreement, and judgment upon such award may be entered in any court having jurisdiction thereof.


IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals as of the date first written above.

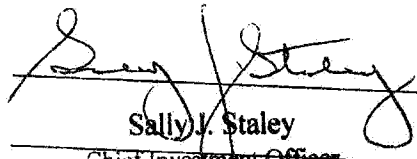
ASSIGNORS

By: 
Name: Dominique DURAND
Title: Professor, BME
Date: 4/15/09

By: 
Name: DUSTIN S. TYLER
Title: ASSIST. PROF. BME
Date: 4/10/09

CASE WESTERN RESERVE UNIVERSITY

By: 
Name: Joseph Jankowski, Ph.D.
Associate Vice President, Technology Transfer
Translational and Interdisciplinary Research
Case Western Reserve University
Title: _____
Date: 05/11/09

By: 
Name: Sally J. Staley
Chief Investment Officer
Title: _____
Date: _____