## 501891039 04/17/2012

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

# CONVEYING PARTY DATA

Name	Execution Date
Howard Morgan Clarke	04/16/2012

#### **RECEIVING PARTY DATA**

Name:	NeuroTherm, Inc.	
Street Address:	30 Upton Drive, Suite 2	
City:	Wilmington	
State/Country:	MASSACHUSETTS	
Postal Code:	01887-1083	

# PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	11498446
Application Number:	12501074
Application Number:	12966550
Application Number:	13185646

# CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: 3561/101; 102; 105; 107

NAME OF SUBMITTER: Thomas J. Tuytschaevers

Total Attachments: 2

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PATENT REEL: 028060 FRAME: 0096 :H \$160,00 1149;

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## **ASSIGNMENT**

ASSIGNOR: Howard Morgan Clarke

ASSIGNEE: NeuroTherm, Inc.

30 Upton Drive, Suite 2 Wilmington, MA 01887-1083

INVENTION: Method and Apparatus for Diagnosing and

Treating Neural Dysfunction

ATTORNEY DOCKET: 3561/101

APPLICATION NO.: 11/498,446

APPLICATION DATE: August 2, 2006

PATENT NO.: 7,574,257

ISSUE DATE: August 11, 2009

Assignor is a joint inventor of the invention or inventions (collectively, the "Invention") described in a United States patent application (the "Application") bearing the above attorney docket number and having as a title the above name. The Application has a Patent and Trademark Office filing date and serial number as indicated above.

For valuable consideration, receipt of which is acknowledged, each Assignor hereby assigns to Assignee (which term shall include Assignee's successors and assigns), all of Assignor's right, title and interest, including without limitation the right to sue and collect damages for past and future infringement, in the Invention, all improvements therein, the Application and all priority rights arising therefrom, and any patents, and any reissues and extensions thereof, which issue in any country upon any patent applications which correspond with any of the following: the Application, any divisional, continuation-in-whole, or substitute United States application which is based on the Application; or any continuation-in-part United States application (including divisions, continuations-in-whole or

PATENT REEL: 028060 FRAME: 0097 -in-part, and substitutions thereof or therefor) based in-part on any of the above described applications.

Assignor further agrees that Assignor will cooperate with Assignee in the prosecution of all of the above applications. For example, Assignor will execute, verify, acknowledge and deliver all further papers, including applications for patents and for reissues and extensions therefor, and instruments of assignment and transfer thereof, and will communicate any facts known to Assignor relating to the Invention, relating to obtaining or maintaining or enforcing patents for the Invention and improvements therein in any and all countries and to vest title thereto in Assignee.

Assignor further agrees that such Assignor will, for reasonable compensation as determined by Assignee, perform such other acts as may be reasonably required when requested by Assignee, including attending depositions, preparing and executing declarations and affidavits and testifying as a witness, to obtain or maintain or enforce patents for the Invention and improvements therein in any and all countries and to vest title thereto in Assignee. In the case of attending depositions and testifying as a witness, such reasonable compensation shall include a reasonable per diem rate to be paid to Assignor by Assignee. In the event that Assignor is required to travel to fulfill one or more of the obligations described above, such reasonable compensation shall include a reasonable per diem rate to be paid to Assignor by Assignee, and Assignee will reimburse Assignor for reasonable travel costs associated with such travel.

With respect to a patent that has issued from any of the applications identified above, Assignee will indemnify Assignor, or his heirs and legal representatives, against all reasonable costs and fees incurred as a result of Assignor, or his heirs and legal representatives, being named as party in a lawsuit in which such a patent is at issue.

IN WITNESS WHEREOF, each Assignor hereby executes this instrument on the date set forth below.

Date: 16. APRIL 2012

Howard Morgan Clarke, Assignor

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