

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	ASSIGNMENT														
CONVEYING PARTY DATA															
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<table border="1"> <tr> <td>Name:</td> <td>Boston Scientific Neuromodulation Corporation</td> </tr> <tr> <td>Street Address:</td> <td>25155 Rye Canyon Loop</td> </tr> <tr> <td>City:</td> <td>Valencia</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>91355</td> </tr> </table>		Name:	Boston Scientific Neuromodulation Corporation	Street Address:	25155 Rye Canyon Loop	City:	Valencia	State/Country:	CALIFORNIA	Postal Code:	91355				
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CORRESPONDENCE DATA															
<p>Fax Number: (832)446-2424</p> <p>Phone: 8324462400</p> <p>Email: wcpatent@counselip.com</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Wong Cabello LLP</p> <p>Address Line 1: 20333 State Highway 249, Suite 600</p> <p>Address Line 4: Houston, TEXAS 77070</p>															
ATTORNEY DOCKET NUMBER:	585-0095US														

NAME OF SUBMITTER:

Terril Lewis

Total Attachments: 5

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**PATENT**

**REEL: 028328 FRAME: 0642**

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned inventors (referred to as the "Assignor" whether singular or plural), does hereby:

SELL, ASSIGN, AND TRANSFER to Boston Scientific Neuromodulation Corporation, having a place of business at 25155 Rye Canyon Loop, Valencia, CA 91355 ("Assignee") its entire worldwide right, title, and interest in and to:

any and all inventions which are disclosed or claimed in the following patent application ("inventions") which is to be filed, entitled:

*Battery Management for an Implantable Medical Device;*

and improvements thereof (hereinafter "inventions or improvements"), including any and all inventions or improvements which have been or might be disclosed or claimed in a divisional, continuation, continuation-in-part, substitute, provisional, non-provisional, renewal, reissue, or other application based off of the above-referenced patent application or claiming priority to the above-referenced patent application;

and all original, reissued, or reexamined patents or applications which have been or shall be issued or filed in the United States or in foreign countries on such inventions or improvements;

The Assignor further:

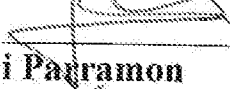

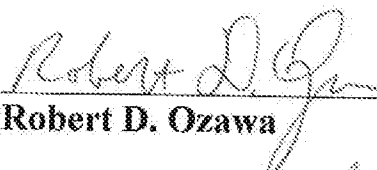
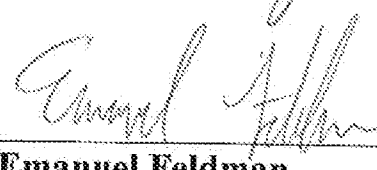
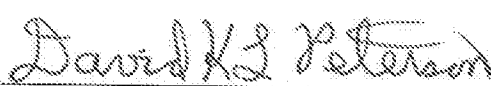
AUTHORIZES AND REQUESTS the issuing authority to issue any and all United States or foreign patents granted on such inventions or improvements to the Assignee;

WARRANTS AND COVENANTS that no assignment, grant, mortgage, license or other agreement affecting the rights herein conveyed has been or will be made to others by the Assignor, and that the full right to convey the same as herein expressed is possessed by the undersigned, except to the extent that the Assignor has previously already assigned it rights to the Assignee, in which case this present assignment should not be understood to affect any such rights already transferred to the Assignee; and

COVENANTS, when requested and at the expense of the Assignee, to: carry out in good faith the intent and purpose of this assignment; to execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such inventions or improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers necessary to perfect the rights hereby transferred to the Assignee; and generally to do everything possible which the Assignee shall consider desirable for vesting title to such

inventions or improvements in the Assignee, and for securing, maintaining and enforcing proper patent protection for such inventions or improvements.

TO BE BINDING on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

1.   
\_\_\_\_\_  
**Jordi Pagramon** 07/21/11  
Date
2.   
\_\_\_\_\_  
**Goran N. Marnfeldt** 28 JUL 2011  
Date
3.   
\_\_\_\_\_  
**Robert D. Ozawa** 21 JUL 2011  
Date
4.   
\_\_\_\_\_  
**Emanuel Feldman** 21<sup>st</sup> July, 2011  
Date
5.   
\_\_\_\_\_  
**Dave Peterson** 21 Jul 2011  
Date
6. \_\_\_\_\_  
**Yuping He** \_\_\_\_\_  
Date



## Duplicate Employee Agreement Receipt Form

This acknowledges that prior to or during my exit interview:

- 1) I was given a copy of the Employee Agreement I signed upon beginning employment with Boston Scientific Corporation.
- 2) I was given the opportunity to review and reread that Agreement.
- 3) I was given the opportunity to ask any questions I may have about the meaning of the Agreement as it applies to me.

A handwritten signature in black ink, appearing to read "Yaping He".

\_\_\_\_\_  
Name (Please Print)

YAPING HE

\_\_\_\_\_  
Name (Please Sign)

10-9-09

\_\_\_\_\_  
Date

## ADVANCED BIONICS POLICY LETTER NUMBER 2

### EMPLOYEE INVENTION AND CONFIDENTIAL INFORMATION AGREEMENT

This Agreement is entered into between Advanced Bionics Corporation (hereinafter "Employer") and the undersigned Employee.

In exchange for the salary or wages paid to Employee by Employer, Employer and Employee agree that during the course of Employee's employment, Employer expects the Employee's business and to the Employer's actual and anticipated research and development.

1. Employee will, during the term of his/her employment and thereafter, keep confidential and refrain from using or disclosing to others all confidential information<sup>1</sup> and trade secrets of Employer, which Employee develops or learns about during the course of his/her employment.
2. As to all inventions made by Employee during the term of his/her employment, solely or jointly with others, which are made with Employer's equipment, supplies, facilities, trade secrets or time, which relate to the business of Employer or the Employer's actual or demonstrably anticipated research or development, which result from any work performed by the Employee for Employer, Employee agrees that such inventions shall belong to Employer and he/she promises and agrees to assign such inventions to the Employer and to cooperate with Employer to obtain patents on the inventions for the Employer in the United States and all foreign countries. Employee also agrees that Employer shall have the right to keep such inventions as trade secrets, if Employer chooses. Employee agrees to assign to Employer his/her rights in any other inventions where Employer is required to grant those rights to the U.S. Government or any agency thereof.
3. This Agreement does not apply to any inventions which an employee may not be required to assign to his/her employer under Section 2870 of the California Labor Code.<sup>2</sup>

Signed at Sylmar, California this 29 day of March 199 9  
Yuping He  
Employee

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<sup>1</sup> Confidential information includes information received from third parties under an obligation of nondisclosure, as well as all proprietary and confidential information developed by or for Employer and/or Employer's subsidiaries and affiliates.

<sup>2</sup> Sec. 2870. Employment agreements; assignment of rights

- a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:
  - 1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
  - 2) Result from any work performed by the employee for the employer.
- b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

(Added by Stats. 1979, c. 1001, p.3401, § 1. Amended by Stats. 1991, c. 647 (S.B.879), § 5.)

**CERTIFICATE OF AMENDMENT  
TO THE  
CERTIFICATE OF INCORPORATION  
OF  
ADVANCED BIONICS CORPORATION**

This Certificate of Amendment to the Certificate of Incorporation of Advanced Bionics Corporation, a Delaware corporation (the "Corporation"), dated as of November 16, 2007, is being duly executed and filed by the undersigned in accordance with Section 103 of the General Corporation Law of the State of Delaware and the undersigned hereby certifies the following:

1. That Article I of the Certificate of Incorporation of the Corporation shall be amended in its entirety to read as follows:

"The name of the corporation is Boston Scientific Neuromodulation Corporation (the "Corporation")."

2. That the aforementioned amendment was duly adopted in accordance with Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Amendment of the Corporation to be executed as of the 16<sup>th</sup> day of November, 2007.

ADVANCED BIONICS CORPORATION

By: \_\_\_\_\_

Name:

Lawrence J. Knopf

Title:

Vice President - Legal and Secretary