

## PATENT ASSIGNMENT

Electronic Version v1.1  
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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>Paul M. Meadows</td> <td>02/16/2010</td> </tr> <tr> <td>Marcelo G. Lima</td> <td>02/17/2010</td> </tr> <tr> <td>Stanley R. Craig</td> <td>02/24/2010</td> </tr> </tbody> </table>		Name	Execution Date	Paul M. Meadows	02/16/2010	Marcelo G. Lima	02/17/2010	Stanley R. Craig	02/24/2010
Name	Execution Date								
Paul M. Meadows	02/16/2010								
Marcelo G. Lima	02/17/2010								
Stanley R. Craig	02/24/2010								
RECEIVING PARTY DATA									
Name:	ImThera Medical, Inc.								
Street Address:	12555 High Bluff Dr.								
Internal Address:	Suite 310								
City:	San Diego								
State/Country:	CALIFORNIA								
Postal Code:	92130								
PROPERTY NUMBERS Total: 1									
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13775349</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13775349				
Property Type	Number								
Application Number:	13775349								
CORRESPONDENCE DATA									
Fax Number:	2159635001								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	2159634816								
Email:	jhemmer@morganlewis.com								
Correspondent Name:	John L. Hemmer								
Address Line 1:	1701 Market Street								
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2921								
ATTORNEY DOCKET NUMBER:	069737-5005-01US								
NAME OF SUBMITTER:	John L. Hemmer								
Total Attachments: 5 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif									

CH \$40.00 13775349

**ASSIGNMENT**

**WHEREAS, WE, Paul M. MEADOWS**, a citizen of the United States of America, with a post office address of 1854 Los Encinos Avenue, Glendale, CA 91208-2240 and **Marcelo G. LIMA**, a citizen of the United States of America, with a post office address of 4946 Smith Canyon Ct., San Diego, CA 92130 and **Stanley R. CRAIG**, a citizen of the United States of America, with a post office address of 1165 Drift Road, Westport, MA 02790 hereinafter generally referred to individually as “ASSIGNOR” or collectively as “ASSIGNORS,” have invented certain new and useful Invention(s) entitled:

**“APPARATUS, SYSTEM AND METHOD FOR SELECTIVE STIMULATION”**

that are described in an International PCT Application having Application No. PCT/US2008/11598 filed October 9, 2008 naming the above ASSIGNORS as inventors and/or applicants.

**WHEREAS, ImThera Medical, Inc.**, a corporation having a place of business at 11232 El Camino Real, Suite 100, San Diego, CA 92130 USA hereinafter generally referred to as “ASSIGNEE,” is desirous of acquiring and/or confirming the acquisition of said Invention(s) and said patent application.

**NOW, THEREFORE**, in consideration of the sum of One Dollar and other good and valuable executed consideration, the full receipt and sufficiency of all of which are hereby acknowledged and intending to be legally bound hereby, we, the undersigned ASSIGNORS, hereby confirm that we agree to sell, assign, transfer and convey and by these presents do sell, assign, transfer and convey unto the above-named ASSIGNEE, the whole and entire right, title and interest:

in and to said Inventions as described in the above patent application, for the territory of the United States and its possessions and territories and all foreign countries;

in and to the above patent application and any and all related United States and foreign patent applications disclosing said Inventions including, without limitation, applications for patents including provisionals, non-provisionals, divisions, continuations, continuations-in-part, requests for continued examinations, utility models and designs and any other related United States and foreign applications and equivalents thereof, along with the right to claim priority to said applications under any treaty relating thereto;

in and to all United States and foreign patents utility models, inventor’s certificates and designs and all equivalents thereof which may be granted for said Inventions, including extensions, renewals, reissues and reexamination certificates thereof; and

in and to all rights to sue for and damages resulting from past, present and future infringement of all United States and foreign patents granted or to be granted on any and all of said patents and patent applications, and inventions disclosed therein, and related patents and/or patent applications including extensions, reissues, and reexamination certificates thereof;

said Inventions, applications and patents to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNORS had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the patent(s) hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

It is agreed that ASSIGNORS shall be legally bound, upon request and at the expense of ASSIGNEE or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the undersigned has knowledge or possession, relating to the making and practicing of the Inventions, and to testify in any legal proceeding relating thereto.

Each ASSIGNOR hereby represents and warrants that it has full right, power and authority to assign ASSIGNOR'S entire right, title, and interest in said patents and patent applications, and inventions disclosed therein, and to consummate the Assignment contemplated herein. Each ASSIGNOR also represents and warrants that it has full right, power, and authority to enter into, execute, and deliver this Assignment, the execution and delivery of which have been duly authorized by all necessary action on the part of ASSIGNORS, and no other authorization or proceedings on the part of ASSIGNORS are necessary to authorize this Assignment. This Assignment has been duly executed and delivered and constitutes a valid, binding and enforceable Assignment of each ASSIGNOR'S entire right, title, and interest in the patents and patent applications, and inventions disclosed therein.

ASSIGNORS hereby warrants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this Assignment.

(SIGNATURE PAGES FOLLOW)

16-Feb-2010  
(Date)

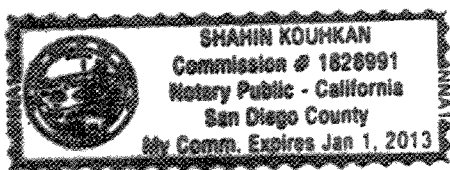
Paul M. Meadows  
Paul M. MEADOWS

STATE OF California :  
: ss.  
COUNTY OF San Diego :

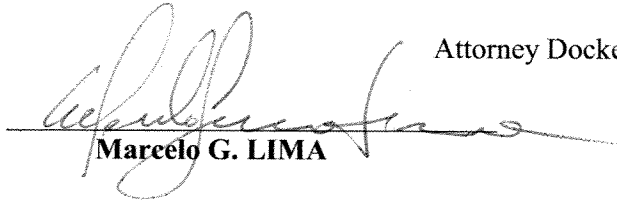
Before me, a notary public in and for the State and County aforesaid, on this 16 day of Feb, 2010, personally appeared **Paul M. MEADOWS**, who being to me personally known, and who having first executed the foregoing Assignment in connection with the Invention(s) entitled **APPARATUS, SYSTEM AND METHOD FOR SELECTIVE STIMULATION** in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Notary Public Shahin Kouhkan

My Commission Expires: Jan 1, 2013



2/17/2010  
(Date)

  
**Marcelo G. LIMA**

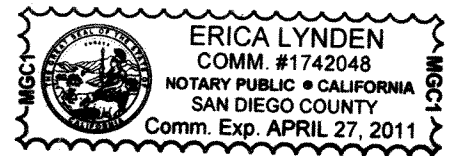
Attorney Docket No. 069737-5005WO

STATE OF \_\_\_\_\_ :  
: ss.  
COUNTY OF \_\_\_\_\_ :

Before me, a notary public in and for the State and County aforesaid, on this 17<sup>th</sup> day of Feb, 2010, personally appeared **Marcelo G. LIMA**, who being to me personally known, and who having first executed the foregoing Assignment in connection with the Invention(s) entitled **APPARATUS, SYSTEM AND METHOD FOR SELECTIVE STIMULATION** in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

Notary Public 

My Commission Expires: 04/27/2011



02/24/2010  
(Date)

*Stanley R. Craig*  
Stanley R. CRAIG

STATE OF Massachusetts :  
: ss.  
COUNTY OF Bristol :

Before me, a notary public in and for the State and County aforesaid, on this 27<sup>th</sup> day of February, 2010, personally appeared Stanley R. CRAIG, who being to me personally known, and who having first executed the foregoing Assignment in connection with the invention(s) entitled APPARATUS, SYSTEM AND METHOD FOR SELECTIVE STIMULATION in my presence and have been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered by him for the purpose therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

*Dee Paul Torgue*  
Notary Public *Dee Paul Torgue*

My Commission Expires: 12/03/10