

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NEUROVISTA CORPORATION	02/28/2013
RECEIVING PARTY DATA	
Name:	CYBERONICS, INC.
Street Address:	100 Cyberonics Blvd.
City:	Houston
State/Country:	TEXAS
Postal Code:	77058
PROPERTY NUMBERS Total: 66	
Property Type	Number
Application Number:	61711109
Application Number:	61765319
Application Number:	61756330
Application Number:	61767448
Application Number:	61767503
Application Number:	11159842
Application Number:	11234873
Application Number:	11282317
Application Number:	11321897
Application Number:	11321898
Application Number:	11322150
Application Number:	11600527
Application Number:	11616788
Application Number:	11616793
Application Number:	11647700

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Application Number:	11647785
Application Number:	11706630
Application Number:	11734190
Application Number:	11766742
Application Number:	11766751
Application Number:	11766756
Application Number:	11766761
Application Number:	11829821
Application Number:	12020450
Application Number:	12020507
Application Number:	12035335
Application Number:	12177060
Application Number:	12180996
Application Number:	12343376
Application Number:	12343386
Application Number:	12630300
Application Number:	12646783
Application Number:	12649098
Application Number:	12685543
Application Number:	12716132
Application Number:	12716147
Application Number:	12774550
Application Number:	12792582
Application Number:	13026961
Application Number:	13050839
Application Number:	13070333
Application Number:	13070357
Application Number:	13225241
Application Number:	13441609
Application Number:	13658565
Application Number:	13741384
Patent Number:	6366813
Patent Number:	6819956
Patent Number:	7209787
Patent Number:	7231254

	7242984
Patent Number:	7277758
Patent Number:	7324851
Patent Number:	7403820
Patent Number:	7623928
Patent Number:	7676263
Patent Number:	7747325
Patent Number:	7747551
Patent Number:	7840507
Patent Number:	7853329
Patent Number:	7930035
Patent Number:	8036736
Patent Number:	8121972
Patent Number:	8295934
Patent Number:	8370287
Patent Number:	8396557

#### CORRESPONDENCE DATA

Fax Number: 2818532568

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2817272503

Email: docketing@cyberonics.com

Correspondent Name: CYBERONICS, INC.

Address Line 1: 100 Cyberonics Blvd.

Address Line 4: Houston, TEXAS 77058

ATTORNEY DOCKET NUMBER:	NEUROVISTA
NAME OF SUBMITTER:	Timothy L. Scott
Signature:	/Timothy L. Scott/
Date:	04/10/2013

#### Total Attachments: 9

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**PATENT**  
**REEL: 030192 FRAME: 0410**



## ASSIGNMENT

**THIS ASSIGNMENT AGREEMENT**, dated February 28, 2013 (the "Effective Date") is made by and between **NEUROVISTA CORPORATION**, a Delaware corporation, having its principal place of business at 7621 NE 10<sup>th</sup> Street, Median, Washington 98039 (hereinafter referred to as "Assignor"), and **CYBERONICS, INC.**, a Delaware corporation also having its principal place of business at 100 Cyberonics Boulevard, Houston, Texas 77058 (hereinafter referred to as "Assignee").

**WHEREAS**, Assignor owns all right, title and interest in and to all Assigned Patents including each issued patent and each pending patent application listed in the attached Exhibit A (collectively, the "Patents");

**WHEREAS**, Assignor and Assignee have entered into that certain Secured Party's Bill of Sale, dated as of February 28, 2013 (the "Bill of Sale"), and

**WHEREAS**, pursuant to the Bill of Sale, Assignor has sold, assigned and transferred, and Assignee has accepted the sale, assignment and transfer of, the Patents.

**NOW, THEREFORE**, in exchange for good and valuable consideration, including the premises and covenants set forth in the Bill of Sale, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized terms not otherwise defined herein have their respective meanings set forth in the Bill of Sale.

2. Assignor hereby assigns, conveys, sells and transfers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest throughout the world in and to the patents and patent applications set forth on the Schedules to the Bill of Sale (the "**Patents**") as well as all existing US and foreign patents that issue from or claim priority to the above-listed Patents, and any and all extension, divisionals, substitutions, continuations, continuations-in-part, reissues, and reexaminations of such Patents; and including any right that Assignor has (a) to sue for past, present or future infringement, misappropriation or violation of rights relating to the Patents and to retain any damages and profits due or accrued, and (b) to collect royalties and other payments under or on account of any of the Patents, in each case free and clear of all claims and all interests of third parties.

3. All representations and warranties concerning the Patents are exclusively set forth in the Bill of Sale.

4. Without further consideration, Assignor will execute and deliver any documents, instruments or conveyances of any kind and take all other actions which may be reasonably necessary or advisable to carry out the intent of this Assignment.

5. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

# EXHIBIT A—PATENTS AND PATENT APPLICATIONS

## Issued U.S. Patents

Patent No.	Issue Date	Serial No.	Filing Date
6,366,813	4/2/2002	09/340,326	6/25/1999
6,819,956	11/16/2004	10/008,576	11/11/2001
7,209,787	4/24/2007	10/718,248	11/20/2003
7,231,254	6/12/2007	10/889,844	7/12/2004
7,242,984	7/10/2007	10/753,205	1/6/2004
7,277,758	10/2/2007	10/818,333	4/5/2004
7,324,851	1/29/2008	10/858,899	6/1/2004
7,403,820	7/22/2008	11/138,621	5/25/2005
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7,676,263	3/9/2010	11/766,760	6/21/2007
7,747,325	6/29/2010	11/239,653	9/28/2005
7,747,551	6/29/2010	11/679,135	2/27/2007
7,840,507	11/23/2010	12/756,953	4/8/2010
7,853,329	12/14/2010	11/647,900	12/29/2006
7,930,035	4/19/2011	11/743,611	5/2/2007
8,036,736	10/11/2011	12/053,312	3/21/2008
8,121,972	2/21/2012	12/905,028	10/14/2010
8,295,934	10/24/2012	11/599,179	11/14/2006
8,370,287	2/5/2013	13/372,468	2/13/2012
8,396,557	3/12/2013	13/439,531	4/4/2012
D627476	11/16/2010	29/284,040	8/29/2007

**Pending U.S. Non-Provisional Patent Applications**

Serial No.	Filing Date	Publication Publication Date	No.
11/159,842	6/22/2005	US 2006/0293720 12/28/2006	A1
11/234,873	9/23/2005	US 2006/0224191 10/05/2006	A1
11/282,317	11/17/2005	N/A	
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11/706,630	2/14/2007	US 2007/0287931 12/13/2007	A1
11/734,190	4/11/2007	US 2008/0255582 10/16/2008	A1
11/766,742	6/21/2007	US 2008/0027515 01/31/2008	A1
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Serial No.	Filing Date	Publication Publication Date	No.
12/020,507	1/25/2008	US 2008/0183097 07/31/2008	A1
12/035,335	2/21/2008	US 2008/0208074 08/28/2008	A1
12/177,060	7/21/2008	US 2009/0018609 01/15/2009	A1
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12/685,543	1/11/2010	US 2010/0179627 07/15/2010	A1
12/716,132	3/2/2010	US 2011/0219325 9/8/2011	A1
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13/050,839	3/17/2011	US 2011/0166430 7/7/2011	A1
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13/070,357	3/23/2011	US 2011/0172554 7/14/2011	A1
13/225,241	9/2/2011	US 2011/0319785 12/29/2011	A1

Serial No.	Filing Date	Publication Publication Date	No.
13/441,609	4/6/2012	US 2012/0257339 10/11/2012	
13/658,565	10/23/2012	US 2013/0046358 02/21/2013	A1
13/741,384	1/15/2013	N/A	

**Pending U.S. Provisional Patent Applications**

Serial No.	Filing Date
61/711,109	10/8/2012
61/756,319	1/24/2013
61/756,330	1/24/2013
61/767,448	2/21/2013
61/767,503	2/21/2013

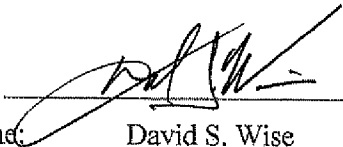
**Issued Foreign Patents**

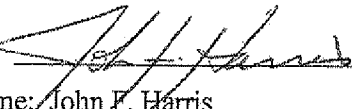
Patent No.	Serial No.	Filing Date
CA 2,339,971	CA19992339971	02/05/2001
EP1102607	EP99942014.4	08/05/1999

**Pending Foreign Patent Applications**

Serial No.	Publ. No.	Publ. Date
06 848 279.3	EP1971394 A2	09/24/2008
06 848 288.4	EP1977389 A2	10/08/2008
07 812 246.2	EP2034885 A2	03/18/2009
08 728 354.5	EP2124734 A2	12/02/2009
09 831 121.0	EP2370147 A1	10/05/2011
09 835 836.9	EP2369986 A1	10/05/2011

IN WITNESS THEREOF, the undersigned, being duly authorized and acting on behalf of the parties, does hereby execute this Agreement to be effective as of the date below.

By:   
Name: David S. Wise  
Title: Senior Vice President and  
Administrative Officer of  
Cyberonics, Inc.

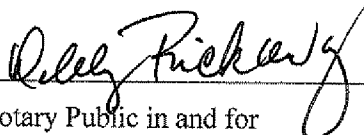
By:   
Name: John F. Harris  
Title: President and CEO of  
NeuroVista Corporation

THE STATE OF TEXAS     §  
   §  
COUNTY OF HARRIS     §

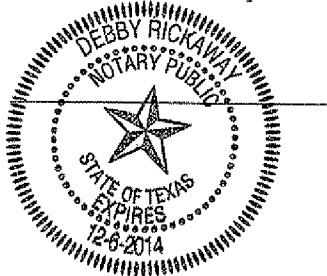
Before me, the undersigned notary public, on this day personally appeared **David S. Wise**, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of their respective corporation, and that they have executed this instrument as the act of such corporation for the purpose and consideration herein expressed, and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9th day of April, 2013.

[S E A L]

  
Notary Public in and for  
the State of T E X A S

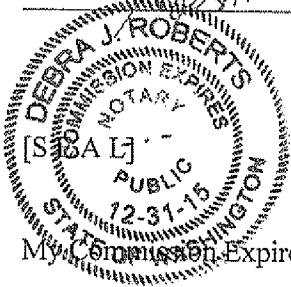
My Commission Expires:



THE STATE OF WASHINGTON   §  
   §  
COUNTY OF KING                   §


Before me, the undersigned notary public, on this day personally appeared **John F. Harris** known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of their respective corporation, and that they have executed this instrument as the act of such corporation for the purpose and consideration herein expressed, and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5<sup>th</sup> day of April, 2013.



My Commission Expires:

Dec 31, 2015

  
Notary Public in and for  
the State of WASHINGTON