

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT				
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT				
EFFECTIVE DATE:	09/08/2006				
CONVEYING PARTY DATA					
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Hugh Herr</td> <td>09/26/2007</td> </tr> </tbody> </table>		Name	Execution Date	Hugh Herr	09/26/2007
Name	Execution Date				
Hugh Herr	09/26/2007				
RECEIVING PARTY DATA					
Name:	Powered Human Augmentation Devices, Inc.				
Street Address:	10 Water Street				
Internal Address:	Suite 405				
City:	Lebanon				
State/Country:	NEW HAMPSHIRE				
Postal Code:	03766				
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>13363820</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13363820
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Application Number:	13363820				
CORRESPONDENCE DATA					
Fax Number:	6176468646				
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>					
Phone:	617-646-8000				
Email:	sappleton@wolfgreenfield.com				
Correspondent Name:	Neil P. Ferraro				
Address Line 1:	Wolf, Greenfield & Sacks, P.C.				
Address Line 2:	600 Atlantic Avenue				
Address Line 4:	Boston, MASSACHUSETTS 02210				
ATTORNEY DOCKET NUMBER:	10448.70004US02				
NAME OF SUBMITTER:	Stacey L. Appleton				
Signature:	/Stacey L. Appleton/				

CH \$40.00 13363820

Date:

04/29/2013

Total Attachments: 4

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TECHNOLOGY ASSIGNMENT AGREEMENT

This Technology Assignment Agreement (**Agreement**) is entered by and between Powered Human Augmentation Devices, Inc. (f/k/a iWalk, Inc.), a Delaware corporation, with a place of business at One Broadway, 5th floor, Cambridge, MA 02142 (**Company**), and Hugh M. Herr, an individual (**Assignor**).

WHEREAS, Assignor possessed certain assets and intellectual property, including without limitation that listed on Exhibit A attached hereto, which Assignor agreed to assign to Company as of September 8, 2006; and

WHEREAS, the Company and Assignor are desirous of memorializing the assignment of the assets and intellectual property from Assignor to the Company.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties do hereby confirm and memorialize, *nunc pro tunc* as of September 8, 2006, the agreement of the parties as follows:

1. Assignment

Assignor hereby confirms the assignment as of September 8, 2006 to the Company of any and all right, title and interest (whether or not now existing) that Assignor may own or in which Assignor may claim rights in (i) the subject matter referred to in Exhibit A attached hereto (**Technology**); (ii) all precursors, portions and work in progress in respect thereof and all inventions, works of authorship, mask works, technology, information, know-how, materials and tools relating thereto or to the development, support or maintenance thereof; and (iii) all copyrights, patent rights, trade secret rights, trademark rights, mask works rights, sui generis database rights and all other intellectual and industrial property rights of any sort, including without limitation, those rights in U.S. Provisional Patent Application No. 60/395,938, filed July 15, 2002 and entitled "Variable Mechanical Impedance Artificial Legs," and U.S. Patent Application No. 10/613,499, filed July 3, 2003 and entitled "Variable Mechanical Impedance Artificial Legs," and all business, contract rights, causes of action, and goodwill in, incorporated or embodied in, used to develop, or related to any of the foregoing (collectively, **Intellectual Property**).

2. Release

Assignor hereby waives and releases and promises never to assert any claims or causes of action, whether or not now known, against the Company or any of its subsidiaries, parent corporations, affiliates, officers, directors, partners, shareholders, employees, agents, customers, and their successors and assigns with respect to any matter, including without limitation, any matter arising out of or in connection with this Agreement, the Technology, the Intellectual Property, or the transactions contemplated hereby, including without limitation, fraud, breach of contract, and breach of the covenant of good faith and fair dealing. Assignor expressly waives and releases any and all rights and benefits provided under any applicable state law, which may provide substantially as follows: "A general release does not extend to claims to which the releasing party does not know or suspect to exist in his/his favor at the time of executing the release, which, if known by him/his, must have materially affected his/his agreement with the released party."

3. Further Assurances; Moral Rights

a. Assignor agrees to assist the Company in every proper way to evidence, record and perfect the assignment of the Intellectual Property pursuant to Section 1 and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If the Company is unable for any reason whatsoever to secure the Assignor's signature to any document it is entitled to under this Section 3(a), Assignor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

b. To the extent allowed by law, Section 1 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively *Moral Rights*). To the extent Assignor retains any such Moral Rights under applicable law, Assignor hereby waives and provides all necessary waivers of such Moral Rights and consents and provides all necessary consents to any action with respect to such Moral Rights by or authorized by Company. Assignor will confirm any such waivers and consents from time to time as requested by Company.

4. Miscellaneous

a. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

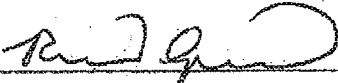
b. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the Commonwealth of Massachusetts and the United States of America without regard to conflicts of laws provisions thereof. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees.

c. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

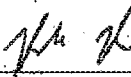
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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above as an agreement under seal.

POWERED HUMAN AUGMENTATION DEVICES, INC.

By: 
Name: Richard Greenwald
Title: CEO
Date: 9/26/07

ASSIGNOR

By: 
Name: Hugh Herr
Date: 09/26/07

STATE OF MASS)
COUNTY OF Middlesex) ss.

On this 26 day of Sept 2007, before me appeared Hugh Herr, the person who signed this instrument, who acknowledged that he signed such instrument as a free act. Witness my hand and seal, this 26 day of Sept 2007.

(SEAL)

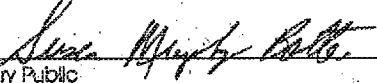

Notary Public
Name:
My Commission Expires: April 7 2011

Exhibit A
to Technology Assignment Agreement

Technology

As used in this Agreement, **Technology** means all technology applicable to lower-limb powered orthotics and prosthetics. The Technology includes, without limitation, all ideas, concepts, specifications, designs, models, prototypes, techniques, tools, diagrams, outlines, descriptions and other documentation, information and data related to the foregoing description.