502429210 07/23/2013

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ASAP Medical, Inc.	08/16/2012

RECEIVING PARTY DATA

Name:	BackBeat Medical, Inc.	
Street Address:	140 Union Square Drive	
City:	New Hope	
State/Country:	PENNSYLVANIA	
Postal Code:	18938	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13854283

CORRESPONDENCE DATA

Fax Number: 3013659101

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

Phone: 3013659040

Email: mail@plumsea.com

Correspondent Name: Plumsea Law Group, LLC

Address Line 1: 10411 Motor City Drive, Suite 320

Address Line 4: Bethesda, MARYLAND 20817

ATTORNEY DOCKET NUMBER:	77-1033
NAME OF SUBMITTER:	Steven P. Arnheim
Signature:	/Steven P. Arnheim/
Date:	07/23/2013

Total Attachments: 4

source=2013-07-22_77-1033_Assignment2#page1.tif source=2013-07-22_77-1033_Assignment2#page2.tif source=2013-07-22_77-1033_Assignment2#page3.tif source=2013-07-22_77-1033_Assignment2#page4.tif

> PATENT REEL: 030852 FRAME: 0751

P \$40.00 13854283

FORM OF ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), effective the 16 day of August, 2012, is made and entered into by and among **ASAP Medical**, **Inc.**, a Delaware corporation (the "Assignor"), and **BackBeat Medical**, **Inc.**, a Delaware corporation (the "Assignee") (each a "party," and collectively, the "parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Assignor is the owner of each of the patents and patent applications set forth on Schedule A hereto (the "Patents");

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement, dated as of June 2 2010 (the "<u>Purchase Agreement</u>"), pursuant to which Assignee has agreed to purchase the Purchased Assets from Assignor, including all right, title and interest in and to the Patents; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

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

- 1. <u>Assignment</u>. Effective upon Closing, Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer of, all right, title and interest in and to the Patents, including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.
- 2. <u>Further Assurances.</u> (a) Assignor shall, at the request and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts that may be necessary or desirable to assist Assignee (or its successors, assigns or legal representatives) in the implementation, recordation or perfection of this Assignment and Assignee's interest in and to the Patents, including without limitation, in the (i) preparation and prosecution of any application for registration of the Patents, and (ii) prosecution or defense of any interference, opposition, cancellation, infringement or other Action that may arise in connection with any of the Patents, including testifying as to any facts relating to the Patents and this Assignment.
- (b) If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under this Sections 2, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other

NYDOCS02/791335.1

lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor. Assignor shall not enter into any agreement in conflict with this Assignment.

- 4. <u>Due Authorization</u>. Assignor hereby authorizes and requests the Commissioner of Patents of the United States Patent and Trademark Office and any other official of any applicable Governmental Authority, to issue any and all registrations from any and all applications for registration included in the Patents to and in the name of Assignee.
- 5. <u>Governing Law</u>. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York applicable to contracts executed in and to be performed in that State, without regard to the conflicts of law principles of such State.
- 6. <u>Counterparts</u>. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

2

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representative.

[ASSIGNOR]

Title:

Robert A. VAN TASSE! President President PISAP Medical

[ASSIGNEE]

By: V/a
Name: YUNAL MIGH
Title: (EO Buck But medical

SCHEDULE A

PATENTS

Publication #	Application #	Title	Date
US20090018608	12/157,435 now US 8,086,315	Cardiac Stimulation Apparatus and Method for the Control of Hypertension	6/10/2008
US20050222640	11/057,279	Heart Muscle Stimulator and Pacing Method for Treating Hypertension	2/11/2005
US20120041502	13/281,742	Cardiac Stimulation Apparatus And Method For The Control Of Hypertension	10/26/2011

4

RECORDED: 07/23/2013