

PATENT ASSIGNMENT

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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>Alan Ostroff</td> <td>08/27/2013</td> </tr> <tr> <td>Paul Paspas</td> <td>08/27/2013</td> </tr> <tr> <td>Peter M. Jacobson</td> <td>08/28/2013</td> </tr> <tr> <td>Wade A. Keller</td> <td>08/29/2013</td> </tr> <tr> <td>Christopher Alan Hubbard</td> <td>08/27/2013</td> </tr> </tbody> </table>		Name	Execution Date	Alan Ostroff	08/27/2013	Paul Paspas	08/27/2013	Peter M. Jacobson	08/28/2013	Wade A. Keller	08/29/2013	Christopher Alan Hubbard	08/27/2013
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RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>Nanostim, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>776 Palomar Avenue</td> </tr> <tr> <td>City:</td> <td>Sunnyvale</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94085</td> </tr> </table>		Name:	Nanostim, Inc.	Street Address:	776 Palomar Avenue	City:	Sunnyvale	State/Country:	CALIFORNIA	Postal Code:	94085		
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CORRESPONDENCE DATA													
<p>Fax Number: 6502127562 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 650-212-1700 Email: info@shayglenn.com Correspondent Name: Justin P. Thomas Address Line 1: Shay Glenn LLP Address Line 2: 2755 Campus Drive, Suite 210 Address Line 4: SAN MATEO, CALIFORNIA 94403</p>													
ATTORNEY DOCKET NUMBER:	10494-716.200												
NAME OF SUBMITTER:	Justin P. Thomas, Reg. 63301												

CH \$40.00 13972828

Signature:	/Justin P. Thomas/
Date:	09/03/2013
Total Attachments: 4 source=10494-716-200-Assignment#page1.tif source=10494-716-200-Assignment#page2.tif source=10494-716-200-Assignment#page3.tif source=10494-716-200-Assignment#page4.tif	

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

PATENT AND TRADEMARK OFFICE

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. Name of conveying party(ies):

- (1) Alan OSTROFF (8/27/2013)
 (2) Paul PASPA (8/27/2013)
 (3) Peter M. JACOBSON (8/28/2013)
 (4) Wade A. KELLER (8/29/2013)
 (5) Christopher Alan HUBBARD (8/27/2013)

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: **NANOSTIM, INC.**
776 Palomar Avenue
Sunnyvale, CA 94085

3. Nature of Conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Name and address of receiving party(ies):

Name:
 Street Address:
 City: State: Zip:
 Country:
 Additional name(s) & address(es) attached?
☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) – **13/972,828**

Title: **X-Ray Identification for Active Implantable
Medical Device**

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

James R. Shay
Shay Glenn LLP
2755 Campus Drive, Suite 210
San Mateo, CA 94403

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- ☐ A check is enclosed that includes the total fee.
☒ The \$40 fee is being paid by EFS.

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8. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Justin P. Thomas, Reg. No. 63301

Name of Person Signing

Signature

September 3, 2013

Date

Total number of pages including cover sheet, attachments, and documents: 4

This Assignment of Patent Application is between **Alan OSTROFF** of Pleasanton, CA; **Paul PASPA** of Los Gatos, CA; **Peter M. JACOBSON** of Livermore, CA; **Wade A. KELLER** of Aliso Viejo, CA; and **Christopher Alan HUBBARD** of Woodridge, IL (hereinafter referred to as "Inventors") and **NANOSTIM, INC.**, a corporation of the State of Delaware, having a place of business at 776 Palomar Avenue, Sunnyvale, CA 94085 (hereinafter termed "Assignee").

WHEREAS, Inventors have invented certain new and useful improvements in:

"X-RAY IDENTIFICATION FOR ACTIVE IMPLANTABLE MEDICAL DEVICE"

for which an application for a United States Patent was filed on August 21, 2013, as Application No. 13/972,828, which application claims benefit of U.S. Provisional Patent Application No. 61/691,721, filed August 21, 2012.

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest of each Inventor in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.


2. Said Inventors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of the said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contest, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his heirs, legal representatives and assigns.


4. Said Inventors hereby warrant and represent that he/she has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee:

Dated: 8/27/13


ALAN OSTROFF


Dated: 8/27/13


PAUL PASPA

Dated: 8/28/13


PETER M. JACOBSON

Dated: 8/29/13


WADE A. KELLER

Dated: _____

CHRISTOPHER ALAN HUBBARD

Attorney Docket No. 10494-716.200

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PETER M. JACOBSON

Dated: _____

WADE A. KELLER

Dated: 8/27/13

Christopher Alan Hubbard
CHRISTOPHER ALAN HUBBARD