#### 503250228 04/03/2015

EPAS ID: PAT3296846

# PATENT ASSIGNMENT COVER SHEET

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**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: ASSIGNMENT** 

#### **CONVEYING PARTY DATA**

Name	Execution Date
KEVIN L. MCFARLIN	04/02/2015
BRYAN L. COURTNEY	04/02/2015
MATTHEW L. CANTWELL	04/02/2015

### **RECEIVING PARTY DATA**

Name:	MEDTRONIC XOMED, INC.
Street Address:	6743 SOUTHPOINT DRIVE
City:	JACKSONVILLE
State/Country:	FLORIDA
Postal Code:	32216

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14678485

### CORRESPONDENCE DATA

Fax Number: (248)641-0270

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (248) 641-1271

troydocketing@hdp.com, pneal@hdp.com Email: HARNESS, DICKEY & PIERCE, P.L.C. **Correspondent Name:** 

Address Line 1: P.O. BOX 828

Address Line 4: BLOOMFIELD HILLS, MICHIGAN 48303

ATTORNEY DOCKET NUMBER:	5074X-000027-US
NAME OF SUBMITTER:	RICHARD W. WARNER
SIGNATURE:	/Richard W. Warner/
DATE SIGNED:	04/03/2015

## **Total Attachments: 4**

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> **PATENT** REEL: 035331 FRAME: 0487

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ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT is made by Kevin L. McFarlin, residing at 163 Rockcreek

Dr., St. Johns, Florida 32259; Bryan L. Courtney, residing at 2203 Cavalry Blvd.,

Jacksonville, Florida 32246; and Matthew L. Cantwell, residing at 3791 Cardinal Oaks

Circle, Orange Park, Florida 32065 (hereinafter referred to as Assignors);; and,

respectively;

WHEREAS, Assignors have invented certain new and useful improvements in

System And Method For Omni-Directional Bipolar Stimulation Of A Nerve Of A Patient Via

A Side-By-Side Bipolar Stimulator, set forth in a Patent application for Letters Patent of

the United States, executed on even date preparatory to filing (each inventor should sign

this Assignment on the same day as he/she signs the Declaration) (hereinafter

collectively referred to as "Inventions"); and

WHEREAS, Medtronic Xomed, Inc., a Corporation organized under and

pursuant to the laws of Delaware having its principal place of business at 6743 Southpoint

Drive, Jacksonville, Florida 32216 (hereinafter referred to as Assignee), is desirous of

acquiring the entire right, title and interest in and to said inventions and said Application

for Letters Patent of the United States, and in and to any Letters Patent of the United

States to be obtained therefore and thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which

is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by

these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal

representatives and assigns, the entire right, title and interest in and to the above-

mentioned inventions and application for Letters Patent, and in and to any and all direct

and indirect divisions, continuations and continuations-in-part of said application, and any

and all Letters Patent in the United States and all foreign countries which may be granted

therefore and thereon, and reissues, reexaminations and extensions of said Letters

Patent, and all rights under the International Convention for the Protection of Industrial

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Property, including the right to recover for past infringements, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

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AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

HARNESS, DICKEY & PIERCE, P.L.C.

All practitioners at Customer Number 27572

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

United States of America

State of

County of

SS.

On this day of McFarlin Kevin L. personally came

, before me to me known to be the individual

described in and who executed the foregoing instrument, and acknowledged execution

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of the same.

JUDITH L. FISHER Notary Public - State of Florida Ay Comm. Expires Dec 8, 2017 Notany Public

5074X-000027-US

Attorney No.: 5074X-000027-US

	Bryan L. Courtney
Date: 4012 2015	
United States of America )	n ·
State of $FLORIDA$ so $DVVRL$	5
personally came Bryan L. Courtney	, <u>20/5</u> , before me , to me known to be the individual
described in and who executed the foregoing of the same.	) instrument, and acknowledged execution
JUDITH L. FISHER  Notary Public - State of Florida  My Comm. Expires Dec 8, 2017  Commission # FF 045819	Notary Public  Add 2 dd
	Matthew L. Cantwell
Date: <u>April 2, 20/5</u>	
United States of America ) State of FLORIDA ) County of DUVAL	<b>35</b> .:
On this 2 <sup>LD</sup> day of Carlo personally came Matthew L. Cantwo described in and who executed the foregoin of the same.	, <u>2015</u> , before me to me known to be the individual g instrument, and acknowledged execution
JUDITH L. FISHER  Notary Public - State of Florida  My Comm. Expires Dec 8, 2017  Commission # FF 046819	Notary Public

RECORDED: 04/03/2015

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