#### 503537762 10/23/2015

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT3584389

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
PRABODH MATHUR	09/02/2015
RINDA SAMA	09/02/2015
DENNIS SCHROEDER	09/03/2015
ERIC SCHMID	09/03/2015
STUART KARTEN	09/03/2015

### RECEIVING PARTY DATA

Name:	AXONICS MODULATION TECHNOLOGIES, INC.	
Street Address:	7575 IRVINE CENTER DRIVE, SUITE 200	
City:	IRVINE	
State/Country:	CALIFORNIA	
Postal Code:	92618	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14827081

## **CORRESPONDENCE DATA**

Fax Number: (858)350-6111

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: 415-576-0200

Email: anguyen@kilpatricktownsend.com

KILPATRICK TOWNSEND & STOCKTON LLP **Correspondent Name:** 

Address Line 1: TWO EMBARCADERO CENTER

Address Line 2: **EIGHTH FLOOR** 

Address Line 4: SAN FRANCISCO, CALIFORNIA 94111

NAME OF SUBMITTER: KENNETH R. SHURTZ, REG. NO. 66,184  SIGNATURE: /Kenneth R. Shurtz/  DATE SIGNED: 10/23/2015	<b>ATTORNEY DOCKET NUMBER:</b> 097672-001110US-0947226		
	NAME OF SUBMITTER:	KENNETH R. SHURTZ, REG. NO. 66,184	
<b>DATE SIGNED:</b> 10/23/2015	SIGNATURE:	/Kenneth R. Shurtz/	
	DATE SIGNED:		

**Total Attachments: 4** 

**PATENT** REEL: 036868 FRAME: 0943

503537762

source=097672-0947226\_Executed\_Assignments#page1.tif source=097672-0947226\_Executed\_Assignments#page2.tif source=097672-0947226\_Executed\_Assignments#page3.tif source=097672-0947226\_Executed\_Assignments#page4.tif

> PATENT REEL: 036868 FRAME: 0944

# **ASSIGNMENT**

(Patent Application)

We [I], the undersigned, have invented certain inventions and improvements disclosed in a utility (provisional or non-provisional) or design patent application entitled

"EXTERNAL PULSE GENERATOR DEVICE AND ASSOCIATED METHODS FOR TRIAL NERVE STIMULATION,"

filed with the U.S. Patent & Trademark Office on August 14, 2015

and assigned serial no. 14/827,081.

For good and valuable consideration, the receipt and sufficiency of which we [I] acknowledge, we [I]:

- 1. Agree to assign, transfer, convey, and sell, hereby assign, transfer, convey, and sell and have assigned, transferred, conveyed, and sold to Axonics Modulation Technologies, Inc., a corporation having a principal place of business at 7575 Irvine Center Drive, Suite 200, Irvine, CA 92618 ("Assignee"), the entire right, title, and interest in and to:
  - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
  - (b) the above-referenced patent application, the right to claim priority to the above-referenced patent application, all applications based in whole or in part upon the above-referenced patent application, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application;
  - (c) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and

PATENT REEL: 036868 FRAME: 0945 ASSIGNMENT U.S. Serial No. 14/827,081 Attorney Docket No. 97672-001110US-947226 Page 2 of 3

- (d) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.
- 2. Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s) and patents described in paragraph 1 of this Assignment.
- 3. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of patent application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) or intellectual property.
- 4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon us [me], as well as our [my] heirs, legal representatives, and assigns.
- 5. Promise and affirm that we [I] have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.

Signed on the dates indicated beside our [my] signatures [signature].

Date: 09/02 /2015
,
Date: 09 02 2015
Date:

ASSIGNMENT U.S. Serial No. 14/827,081 Attorney Docket No. 97672-001110US-947226 Page 2 of 3

- (d) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.
- 2. Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s) and patents described in paragraph 1 of this Assignment.
- 3. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of patent application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) or intellectual property.
- 4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon us [me], as well as our [my] heirs, legal representatives, and assigns.
- 5. Promise and affirm that we [I] have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.

Signed on the dates indicated beside our [my] signatures [signature].

Signature:	Date:
Prabodh Mathur	
Signature:	Date:
Rinda Sama	
Signature: Dennis Schroeder	Date: SSEPTIS

**ASSIGNMENT** U.S. Serial No. 14/827,081 Attorney Docket No. 97672-001110US-947226 Page 3 of 3

Signature:

Eric Schmid

Signature:

Stuart Karten

Date: Sept. 3, 2015

Date: Sept. 3, 2015

67652108V.1

**PATENT** REEL: 036868 FRAME: 0948

**RECORDED: 10/23/2015**