

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5372874

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CERVEL (ASSIGNMENT FOR THE BENEFIT OF CREDITORS), LLC	10/16/2015
RECEIVING PARTY DATA	
Name:	RIO GRANDE NEUROSCIENCES, INC.
Street Address:	903 W. ALAMEDA STREET, #212
City:	SANTA FE
State/Country:	NEW MEXICO
Postal Code:	87501
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15874784
CORRESPONDENCE DATA	
Fax Number:	(650)212-7562
<i>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.</i>	
Phone:	650-212-1700
Email:	info@shayglenn.com, jennifer@shayglenn.com
Correspondent Name:	SHAY GLENN LLP
Address Line 1:	2755 CAMPUS DRIVE, SUITE 210
Address Line 4:	SAN MATEO, CALIFORNIA 94403
ATTORNEY DOCKET NUMBER:	10220-513.301 (4)
NAME OF SUBMITTER:	JENNIFER MARCELINO
SIGNATURE:	/Richard D. Shoop, Reg. No. 45,763/
DATE SIGNED:	02/12/2019
Total Attachments: 11	
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RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
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) CERVEL (ASSIGNMENT FOR THE
BENEFIT OF CREDITORS), LLC**

Additional name(s) of conveying party(ies) attached?
☐ Yes ☒ No

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

Name: **RIO GRANDE NEUROSCIENCES, INC.**
903 W. Alameda Street, #212
Santa Fe, NM 87501

3. Nature of Conveyance:

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

EXECUTION DATE(S): (1) 10/16/2015

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) – **15/874,784**

Title: **ENHANCED SPATIAL SUMMATION FOR
DEEP-BRAIN TRANSCRANIAL MAGNETIC
STIMULATION**

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Richard D. Shoop
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 1.21(h)(1)): \$0.00

☒ None required. Please charge fees to **Deposit Account No. 50-4050.**

DO NOT USE THIS SPACE

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.

Richard D. Shoop, Reg. No. 45,763

/Richard D. Shoop/

February 12, 2019

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: **11**

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "Assignment") is hereby entered into on October 16, 2015 (the "Effective Date"), by and between Cervel (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Cervel Neurotech, Inc. (the "Seller"), and Rio Grande Neurosciences, Inc., a Delaware corporation (the "Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of July 17, 2015, by and between Seller and Buyer (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. Pursuant to, and upon the terms of, the Asset Purchase Agreement, Seller has agreed to sell, convey, assign and transfer to Buyer, and Buyer has agreed to accept, (i) the entire worldwide right, title and interest of Seller in and to each and all Letters Patents in the United States and in all foreign countries including, without limitation corresponding Patent Cooperation Treaty patent applications and corresponding National patent applications and all inventions, improvements and discoveries disclosed in said Letters Patents and applications, including those set forth in Schedule A hereto, and in and to all substitutions, divisions, continuations, continuations-in-part, reexaminations, extensions, renewals and reissues (as applicable) thereof, including without limitation of generality, all rights of priority resulting from the filing of patent applications relating to any of the foregoing as well as any and all choses in action and any and all claims and demands, both at law and in equity, that Seller has or may have for damages or profits accrued or to accrue on account of the infringement of any of said Letter Patents, patent applications, inventions, improvements and discoveries (or any provisional rights therein), the same to be held and enjoyed by Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller if the assignment set forth in this Patent Assignment had not been made; (ii) the full and complete right to file patent applications in the name of Seller or its designee, at Buyer's, or its designee's election, on the aforesaid inventions, improvements, discoveries and applications in all countries of the world; and (iii) the entire right, title and interest of Seller in and to any Letter Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same (hereafter collectively referred to as "Patents").

2. Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of all of Seller's right, title and interest in, to and under such Patents and in and to the inventions represented thereby.

3. Seller, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign to Buyer, and Buyer hereby accepts the sale, conveyance, transfer and assignment of all worldwide right, title and interest of Seller in, to and under the Patents, together with the right of Seller to claim priority in all countries in accordance with international law, any and all rights of Seller corresponding to said Patents in countries throughout the world, and all of Seller's rights to sue for past, present or future infringement of said Patents worldwide together with all claims for damages by reason of past, present or future infringement of said Patents, and the right to sue for and collect the same for Buyer's own use and enjoyment, all to be held and enjoyed by said Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller had this

Assignment not been made. Seller hereby authorizes and requests the United States Patent and Trademarks Office to issue said Letter Patents in accordance with this Agreement.

4. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.

5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment and Bill of Sale Agreement to be executed on the Effective Date.

SELLER:

Cervel (assignment for the benefit of creditors),
LLC, solely as assignee for the benefit
of creditors of Cervel Neurotech, Inc.

By: _____

Its: _____

BUYER:

Rio Grande Neurosciences, Inc.

By: _____

Its: _____

[Signature Page to Assignment and Bill of Sale Agreement]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~
County of Santa Clara

On October 12 2015 before me, Carissa Kozacek
(insert name and title of the officer)

personally appeared Michael A. Maidy
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

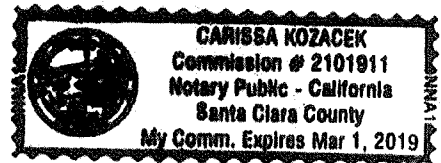
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Carissa Kozacek

(Seal)



PATENT

REEL: 048314 FRAME: 0348

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

**Cervel (assignment for the benefit of creditors), LLC,
in its sole and limited capacity as the assignee for the
benefit of creditors of Cervel Neurotech, Inc.**

By: _____

Name: _____

Title: _____

Rio Grande Neurosciences, Inc.

By:  _____

Name: Steven M. Gluckstern

Title: CEO

[Signature Page to Patent Assignment Agreement]

ACKNOWLEDGMENT

State of New Mexico
~~California~~
County of Santa Fe

On 10/11/2007 before me, Crystal Manzanares, Notary Public
(insert name and title of the officer)

personally appeared Alvaro M. Garcia,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



OFFICIAL SEAL
Crystal Manzanares
NOTARY PUBLIC
STATE OF NEW MEXICO

My Commission Expires: 01/01/11

Signature Crystal Manzanares (Seal)

SCHEDULE A

Patents

Country / App. Type	Status	Title	Application No.	App. Date	Pub./Pat. No.	Pub./Grant Date
United States / Provisional	Expired	Firing Patterns For Deep Brain Transcranial Magnetic Stimulation	60/956,920	8/20/2007		
WO / PCT International	Nat. Phase	Firing Patterns For Deep Brain Transcranial Magnetic Stimulation	PCT/US08/073751	8/20/2008	WO2009/026386	2/26/2009
Australia / PCT Nat. Phase	Abandoned	Firing Patterns For Deep Brain Transcranial Magnetic Stimulation	2008288967	8/20/2008		
Canada / PCT Nat. Phase	Abandoned	Firing Patterns For Deep Brain Transcranial Magnetic Stimulation	2,694,037	8/20/2008		
Europe / PCT Nat. Phase	Published	Firing Patterns For Deep Brain Transcranial Magnetic Stimulation	08827575.5	8/20/2008	2183025	5/12/2010
Japan / PCT Nat. Phase	Abandoned	Firing Patterns For Deep Brain Transcranial Magnetic Stimulation	2010-522001	8/20/2008	2010-536496	12/2/2010
United States / PCT NP(371)	Allowed	Firing Patterns For Deep Brain Transcranial Magnetic Stimulation	12/670,938	6/17/2010	2010-0256438	10/7/2010
United States / Provisional	Expired	Display Of Modeled Magnetic Fields	60/978,413	10/9/2007		
WO / PCT International	Nat. Phase	Display Of Modeled Magnetic Fields	PCT/US08/079378	10/9/2008	WO2009/049068	4/16/2009
United States / PCT NP(371)	Granted	Display Of Modeled Magnetic Fields	12/679,960	9/15/2010	8,265,910	9/11/2012
United States / Provisional	Expired	Pulsing Multiple Independently Triggered Electromagnets From One Or More Energy Sources	60/970,958	9/9/2007		
United States / Provisional	Expired	Target-Specific Coil Configurations For Transcranial Magnetic Stimulation	60/990,300	11/27/2007		
United States / Utility	Granted	Transcranial Magnetic Stimulation Of Deep Brain Targets	12/324,227	11/26/2008	8,267,850	9/18/2012
United States / Continuation	Granted	Transcranial Magnet Stimulation Of Deep Brain Targets	13/586,640	8/15/2012	8,523,753	9/3/2013
United States / Provisional	Expired	Cingulate TMS Coil Configurations With Temporal Summation	60/992,385	12/5/2007		
United States / Provisional	Expired	Monophasic Multi-Coil Arrays For Transcranial Magnetic Stimulation	60/954,018	8/5/2007		
United States / Utility	Abandoned	Monophasic Multi-Coil Arrays For Transcranial Magnetic Stimulation	12/185,544	8/4/2008	2009-0099405	4/16/2009

United States / Cont. in Part	Abandoned	Control And Coordination Of Transcranial Magnetic Stimulation Electromagnets For Modulation Of Deep Brain Targets	12/701,395	2/5/2010	2010-0185042	7/22/2010
WO / PCT International	Expired	Monophasic Multi-Coil Arrays For Transcranial Magnetic Stimulation	PCT/US08/072154	8/4/2008		
United States / Provisional	Expired	Shaped Coils For Transcranial Magnetic Stimulation	61/143,103	1/7/2009		
United States / Continuation	Pending	Shaped Coils For Transcranial Magnetic Stimulation	14/247,087	4/7/2014		
WO / PCT International	Nat. Phase	Shaped Coils For Transcranial Magnetic Stimulation	PCT/US10/020324	1/7/2010	WO2010/080879	7/15/2010
Europe / PCT Nat. Phase	Published	Shaped Coils For Transcranial Magnetic Stimulation	10729491.0	1/7/2010	2384223	11/9/2011
United States / PCT NP(371)	Granted	Shaped Coils For Transcranial Magnetic Stimulation	13/141,100	8/1/2011	8,723,628	5/13/2014
United States / Provisional	Expired	TMS Field Shaping	61/227,000	7/20/2009		
United States / Utility	Allowed	Transcranial Magnetic Stimulation Field Shaping	12/838,299	7/16/2010	2010-0286470	11/11/2010
United States / Provisional	Expired	Sub-Motor-Threshold Stimulation Of Deep Brain Targets Using Transcranial Magnetic Stimulation	61/254,964	10/26/2009		
United States / Utility	Granted	Sub-Motor-Threshold Stimulation Of Deep Brain Targets Using Transcranial Magnetic Stimulation	12/912,650	10/26/2010	8,795,148	8/5/2014
United States / Provisional	Expired	Treatment Of Clinical Applications With Neuromodulation	61/256,480	10/30/2009		
United States / Provisional	Expired	Power Management In Transcranial Magnetic Stimulators	61/303,188	2/10/2010		
WO / PCT International	Nat. Phase	Power Management In Transcranial Magnetic Stimulators	PCT/US11/023974	2/8/2011	WO2011/100211	8/18/2011
United States / PCT NP(371)	Published	Power Management In Transcranial Magnetic Stimulators	13/512,496	9/17/2012	2013-0006039	1/3/2013
United States / Provisional	Expired	Neuromodulation Of Deep- Brain Targets By Transcranial Magnetic Stimulation Enhanced By Transcranial Direct Current Stimulation	61/320,467	4/2/2010		
WO / PCT International	Nat. Phase	Neuromodulation Of Deep- Brain Targets By Transcranial Magnetic Stimulation Enhanced By Transcranial Direct Current Stimulation	PCT/US11/030550	3/30/2011	WO2011/123548	10/6/2011

United States / PCT NP(371)	Published	Neuromodulation Of Deep-Brain Targets By Transcranial Magnetic Stimulation Enhanced By Transcranial Direct Current Stimulation	13/636,022	12/21/2012	2013-0096363	4/18/2013
United States / Provisional	Expired	Enhanced Spatial Summation For Deep-Brain Transcranial Magnetic Stimulation	61/358,847	6/25/2010		
United States / Utility	Published	Enhanced Spatial Summation For Deep-Brain Transcranial Magnetic Stimulation	13/169,967	6/27/2011	2014-0135565A9	5/15/2014
United States / Provisional	Expired	Transcranial Magnetic Stimulation For Altering Susceptibility Of Tissue To Pharmaceuticals And Radiation	61/365,025	7/16/2010		
WO / PCT International	Nat. Phase	Transcranial Magnetic Stimulation For Altering Susceptibility Of Tissue To Pharmaceuticals And Radiation	PCT/US11/044121	7/15/2011	WO2012/009603	1/19/2012
United States / PCT NP(371)	Published	Transcranial Magnetic Stimulation For Altering Susceptibility Of Tissue To Pharmaceuticals And Radiation	13/808,806	4/23/2013	2013-0204330	8/8/2013
United States / Provisional	Expired	Transverse Transcranial Magnetic Stimulation Coil Placement For Improved Analgesia	61/391,552	10/8/2010		
United States / Cont. in Part	Published	Transcranial Magnetic Stimulation For Improved Analgesia	13/888,263	5/6/2013	2013-0317281	11/28/2013
WO / PCT International	Nat. Phase	Transverse Transcranial Magnetic Stimulation Coil Placement For Improved Analgesia	PCT/US11/055594	10/10/2011	WO2012/048319	4/12/2012
United States / PCT NP(371)	Published	Transverse Transcranial Magnetic Stimulation Coil Placement For Improved Analgesia	13/877,428	6/27/2013	2013-0267763	10/10/2013
United States / Provisional	Expired	Magnetic Coil Array For Concurrent Stimulation Of The Dorsolateral Prefrontal Cortex And Anterior Cingulate For Enhanced Limbic Circuit Modulation	61/509,032	7/18/2011		
WO / PCT International	Nat. Phase	Concurrent Stimulation Of Deep And Superficial Brain Regions	PCT/US12/047241	7/18/2012	WO2013/012948	1/24/2013
United States / PCT NP(371)	Published	Concurrent Stimulation Of Deep And Superficial Brain Regions	14/131,223	3/25/2014	2014-0200388	7/17/2014
United States / Provisional	Expired	Hinged Transcranial Magnetic Stimulation Array For Novel Coil Alignment	61/642,290	5/3/2012		
WO / PCT International	Nat. Phase	Hinged Transcranial Magnetic Stimulation Array For Novel Coil Alignment	PCT/US13/039537	5/3/2013	WO2013/166434	11/7/2013

United States / PCT NP(371)	Pending	Hinged Transcranial Magnetic Stimulation Array For Novel Coil Alignment	14/398,042	10/30/2014		
United States / Provisional	Expired	Repetitive Transcranial Magnetic Stimulation System And Methods Of Use	61/642,975	5/4/2012		
United States / Provisional	Expired	Treatment Of Degenerative Brain Disorders Using Transcranial Magnetic Stimulation	61/888,943	10/9/2013		
United States / Utility	Pending	Treatment Of Degenerative Brain Disorders Using Transcranial Magnetic Stimulation	14/510,858	10/9/2014		
United States / Provisional	Pending	Control Of Spike-Timing Dependent Brain Network Plasticity Via Multi-Coil Transcranial Magnetic Stimulation	62/005,903	5/30/2014		

Licensed Applications/Patents

United States / Utility	Granted	Robotic Apparatus For Targeting And Producing Deep, Focused Transcranial Magnetic Stimulation	10/821,807	4/9/2004	7,520,848	4/21/2009
United States / Divisional	Granted	Robotic Apparatus For Targeting And Producing Deep, Focused Transcranial Magnetic Stimulation	12/402,404	3/11/2009	8,845,508	9/30/2014
United States / Cont. in Part	Published	Treatment Of Clinical Applications With Neuromodulation	12/917,236	11/1/2010	2011-0082326	4/7/2011
United States / Utility	Granted	Trajectory-Based Deep-Brain Stereotactic Transcranial Magnetic Stimulation	11/429,504	5/5/2006	8,052,591	11/8/2011
United States / Continuation	Published	Trajectory-Based Deep-Brain Stereotactic Transcranial Magnetic Stimulation	13/240,060	9/22/2011	2012-0016177	1/19/2012
WO / PCT International	Nat. Phase	Trajectory-Based Deep-Brain Stereotactic Transcranial Magnetic Stimulation	PCT/US07/010262	4/27/2007	WO2007/130308	11/15/2007
Australia / PCT Nat. Phase	Granted	Trajectory-Based Deep-Brain Stereotactic Transcranial Magnetic Stimulation	2007248790	4/27/2007	2007248790	3/15/2012
Canada / PCT Nat. Phase	Pending	Trajectory-Based Deep-Brain Stereotactic Transcranial Magnetic Stimulation	2,651,223	4/27/2007		
Europe / PCT Nat. Phase	Published	Trajectory-Based Deep-Brain Stereotactic Transcranial Magnetic Stimulation	07756115.7	4/27/2007	2015843	1/21/2009
Japan / PCT Nat. Phase	Abandoned	Trajectory-Based Deep-Brain Stereotactic Transcranial Magnetic Stimulation	2009-509622	4/27/2007	2009-536073	10/8/2009