

MDP 6-2498

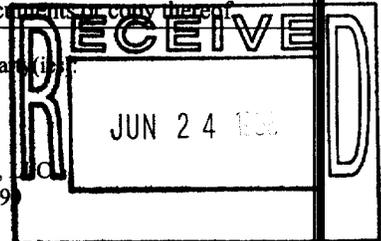
07-09-1998

FORM PTO-1595  
(Rev. 6-93)  
OMB No. 0651-0011 (Exp. 4/94)



HEET U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the honorable Commissioner of Patents and Trademarks, attached original documents and copies thereof 100757711



1. Name of conveying party(ies):  
Dr. Gerald Dorros  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
ArteriA Medical Science,  
1201 Third Ave., Suite 519  
Seattle, WA 98101  
Additional name(s) attached?  Yes  No

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
Execution Date: June 9, 1998  
Note: Document contains signature of representative of ArteriA Medical Science, LLC

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)  
B. Patent No.(s)  
5,720,735  
Additional numbers attached?  Yes  No

6. Total number of application and patents involved: 1  
7. Total Fee (37 CFR 3.41).....\$40.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number: 03-3117  
(Attach duplicate copy of this page if paying by deposit account)

5. Name and address of party to whom correspondence concerning document should be mailed:  
Gurjeev K. Sachdeva  
Cooley Godward LLP  
Five Palo Alto Square  
3000 El Camino Real  
Palo Alto, CA 94306  
07/09/1998 BCDATES 0000052 5720735  
01 FC:581 40.00 OP

DO NOT USE THIS SPACE

9. 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.*  
Reg. No.: 37,434 Name of Person Signing: Gurjeev K. Sachdeva  
Signature: Gurjeev K. Sachdeva Date: 22 June 1998  
Total number of pages including cover sheet, attachments, and document: 8

Express Mail Label No. EM 570 538 634 US Date of Deposit: 22 June 98

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Honorable Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231.

Date: 22 June 98 By: [Signature]

## ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT** (the "Agreement") is made and entered into this 1st day of June, 1998 (the "Effective Date"), by and between **ARTERIA MEDICAL SCIENCE, LLC**, a Delaware limited liability company ("ArteriA"), having an office at 1201 Third Ave., Suite 5190, Seattle, WA 98101, and **DR. GERALD DORROS**, an individual ("Assignor"), residing at 25933 North 108<sup>th</sup> Place, Scottsdale, AZ 85255.

### RECITALS

**WHEREAS**, Assignor has developed bifurcating endovascular stent technology for the precise deployment of endovascular devices;

**WHEREAS**, Assignor owns certain Patent Rights (as hereafter defined);

**WHEREAS**, ArteriA desires to obtain all rights relating to such technology and Patent Rights in order to develop and commercialize it; and

**WHEREAS**, Assignor holds such rights and is willing to assign such rights to ArteriA in accordance with the terms and conditions contained herein;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained, the parties hereby agree as follows:

### DEFINITIONS

**"Patent Rights"** shall mean U.S. Patent No. 5,720,735, and all additional patents and patent applications filed by or on behalf of Assignor relating to the inventions disclosed in U.S. Patent No. 5,720,735, including all foreign counterparts and all continuations, divisionals, continuations-in-part, reissues, extensions, substitutions, re-examinations and inventors' certificates of the foregoing.

**"Property"** shall mean the Technology, the Patent Rights and inventions therein, and the Technical Information.

**"Technical Information"** shall mean all know-how, trade secrets, inventions, data, processes, protocols, information and procedures, including improvements thereon, whether or not patentable, that are necessary or useful for the commercial exploitation of the Technology and the Patent Rights and are now or hereafter owned or controlled by Assignor with the lawful right to assign and disclose, but excluding any inventions claimed by the Patent Rights.

**"Technology"** shall mean the bifurcating endovascular stent technology developed by Assignor, as described in detail in *Exhibit A* attached hereto and incorporated herein.

## 1. ASSIGNMENT OF RIGHTS

**1.1 Assignment of Property.** In consideration for the issuance of an equity interest in ArteriA, as described herein, Assignor hereby assigns, transfers and conveys to ArteriA, in accordance with the terms and conditions hereof, all right, title and interest throughout the world in the Property, and any improvements to the Property which are developed, discovered and invented by Assignor after the Effective Date. The parties agree that ArteriA shall be free to carry out any research, development, manufacturing or commercialization activities relating to the Property, including, without limitation, developing improved versions of the Technology and additional applications for the Technology, subject only to the obligations to Assignor set forth in this Agreement.

### 1.2 Perfection and Protection of the Patent Rights.

(a) Assignor agrees to assist ArteriA in every proper way to maintain and enforce the Patent Rights and obtain other proprietary rights relating to the Technology and Technical Information. To that end, Assignor agrees to execute, verify and deliver such documents and perform such other acts (including appearing as a witness) as ArteriA may reasonably request in connection with assignment of the Property, and all improvements to the Property, as provided in Section 1.1 and ArteriA's efforts to apply for, obtain, perfect, maintain and enforce such Patent Rights and other proprietary rights.

(b) In the event ArteriA is unable for any reason, after reasonable effort, to secure the signature of Assignor on any document needed in connection with the actions specified in this Section 1.2, Assignor hereby irrevocably designates and appoints ArteriA and its duly authorized officers and agents as his agent and attorney-in-fact, which appointment is coupled with an interest, to act for and in his behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 1.2 with the same legal force and effect as if executed by Assignor.

**1.3 Delivery of Property; Assistance.** As soon as practicable after the Effective Date, but in no event later than thirty (30) days after the Effective Date, Assignor shall cause to be delivered to ArteriA all tangible manifestations of the Property, including, without limitation, all notes, drawings, records, computer files, experimental data and tangible items of any sort, that he has in his possession or under his control relating to the Technology as of the Effective Date. In addition, Assignor agrees to provide to ArteriA from and after the Effective Date, at the expense of ArteriA, competent and knowledgeable assistance to facilitate the transfer of all information, know-how, show-how, techniques, processes and the like related to such tangible manifestations and otherwise comprising the intangible aspects of the Property.

**2. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.** Assignor hereby represents and warrants that (i) he is the sole inventor of the Technology and, to the best of his knowledge, there are no other persons or entities who participated in any inventive manner in the conception or reduction to practice of the Technology or the inventions claimed in the Patent Rights, (ii) he has not granted any license with respect to the Property or made any assignment of the Property and

is under no obligation to grant any such license or to make any such assignment, other than as set forth herein, (iii) the Property is free and clear of all claims, liens, encumbrances and the like of any nature whatsoever, (iv) to the best of his knowledge, the Property does not infringe, conflict with or violate any patent or other intellectual property right of any kind or similar rights of any third party and (v) the execution, delivery and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate any arrangement, understanding or agreement to which he is a party or by which he is bound.

**3. CONSIDERATION.** In consideration for the assignment herein of all of Assignor' right, title and interest in and to the Property, upon execution of this Agreement and the Amended and Restated Operating Agreement of ArteriA (the "Operating Agreement"), ArteriA will issue to Assignor an equity interest in ArteriA with a Common Sharing Ratio (as defined in the Operating Agreement) equal to ten percent (10%) as of the Effective Date.

**4. IRREVOCABLE ASSIGNMENT.** The assignment made under Section 1.1 hereof is irrevocable and shall not be invalidated, rescinded or terminated except by another written agreement executed by the parties to such assignment.

**5. MISCELLANEOUS.**

**5.1 Assignment.** Assignor may not assign this Agreement without the written consent of ArteriA. This Agreement will be binding upon the successors and permitted assigns of the parties.

**5.2 Confidentiality.** Assignor agrees not to disclose any information regarding the Property ("Confidential Information") to any third party or to use any Confidential Information for any purpose other than as provided in this Agreement, except with the prior written consent of ArteriA. In particular, Assignor agrees not to publish or present any Confidential Information except with the prior written consent of ArteriA. This obligation shall exist while this Agreement is in force and for a period of five (5) years thereafter.

**5.3 Amendment.** No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by an authorized representative of each party.

**5.4 Notices.** All notices and other communications hereunder will be in writing and will be deemed given if mailed by certified or registered mail, properly addressed, delivered personally or by facsimile transmission (receipt verified), telexed, or sent by express courier service, to the parties at the following addresses (or at such other address for a party as will be specified by like notice; *provided, however*, that notices of a change of address will be effective only upon receipt thereof):

If to Assignor:           Dr. Gerald Dorros  
                                  25933 North 108<sup>th</sup> Place  
                                  Scottsdale, AZ 85255

If to ArteriA:           ArteriA Medical Science, LLC  
                                  1201 Third Ave., Suite 5190  
                                  Seattle, WA 98101

**5.5 Severability.** If any term, condition or provision of this Agreement is held to be unenforceable for any reason, it shall, if possible, be interpreted rather than voided, in order to achieve the intent of the parties to this Agreement to the extent possible. In any event, all other terms, conditions and provisions of this Agreement shall be deemed valid and enforceable to the full extent.

**5.6 Waiver.** No provisions of this Agreement will be waived by any act, omission or knowledge of a party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving party.

**5.7 Governing Law.** This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of California as applied to contracts entered into and performed entirely within California, without regard to conflicts of laws rules.

**5.8 Entire Agreement.** This Agreement, and *Exhibit A* attached hereto and incorporated herein, will constitute and contain the complete, final and exclusive understanding and agreement of the parties and cancels and supersedes any and all prior negotiations, correspondence, understandings and agreements, whether oral or written, between the parties respecting the subject matter thereof.

**5.9 Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**ARTERIA MEDICAL SCIENCE, LLC,**  
a Delaware limited liability company

By:   
\_\_\_\_\_  
Andrei M. Manoliu  
Secretary

**DR. GERALD DORROS,**  
an individual

\_\_\_\_\_

**EXHIBIT A**

**DESCRIPTION OF TECHNOLOGY**



US005720735A

**United States Patent** (19)  
**Dorros**

(11) **Patent Number:** 5,720,735  
(45) **Date of Patent:** Feb. 24, 1998

(54) **BIFURCATED ENDOVASCULAR CATHETER**

(76) **Inventor:** Gerald Dorros, 8130 N. Beach Dr.,  
Milwaukee, Wis. 53217

(21) **Appl. No.:** 799,743

(22) **Filed:** Feb. 12, 1997

(51) **Int. Cl.<sup>6</sup>** ..... A61M 25/00

(52) **U.S. Cl.** ..... 604/284; 606/194

(58) **Field of Search** ..... 604/284, 283,  
604/281, 280, 264; 606/191-193

(56) **References Cited**

**U.S. PATENT DOCUMENTS**

3,435,824	4/1969	Compton	128/334
4,248,224	2/1981	Joan	128/214 R
4,309,994	1/1982	Grunwald	128/214 R
4,413,989	11/1983	Schjeldahl	604/96
4,436,000	6/1984	Schjeldahl et al.	128/1 D

4,734,094	3/1988	Jacob et al.	604/284
4,896,670	1/1990	Camden	606/194
5,041,126	8/1991	Camden	606/195
5,143,095	9/1992	Sabota	128/098
5,413,581	5/1995	Goy	606/194

*Primary Examiner*—John D. Yasko  
*Attorney, Agent, or Firm*—Quinlan & Brady

(57) **ABSTRACT**

An endovascular catheter for use in PTA, PTCA and other endovascular procedures has a bifurcated distal end with two branches. Each catheter branch may be guided into a separate vessel branch, and endovascular devices such as balloons, stents, stent grafts, or grafts may be precisely deployed in bifurcated vessels. Separate endovascular devices may be deployed in either vessel branch or the vessel trunk or an integral device may be simultaneously deployed in both branches and the trunk.

12 Claims, 6 Drawing Sheets

