

10-27-1998

1-31-92

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To the Honorable Assistant Commissioner
documents or copy thereof.

record the attached original

100861266

1. Name of conveying party(ies)

Gordon H. Epstein, Todd E. Lempert,
Brian B. Martin, David M. Taylor

Name and address of receiving party(ies):

Name: BioInterventional CorporationAdditional name(s) of conveying
party(ies) attached? [] Yes [X] NoStreet Address: 5990 Stoneridge Drive,
#112

3. Nature of Conveyance:

[X] Assignment [] Merger
[] Security Agreement [] Change of Name
[] OtherCity: PleasantonState: CA Zip: 94588

Additional name(s) & address(es) attached?

[] Yes [X] No

Execution Date: October 12, 1998

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)

09/126,963

B. Patent No. (s)

Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence
concerning document should be mailed:Name: HAROLD C. HOHBACH
Internal Address: FLEHR HOHBACH TEST
ALBRITTON & HERBERT LLP6. Total number of applications
and patents involved:

1

7. Total fee (37 CFR 3.41):\$ 40.00 E[X] Enclosed
[] Authorized to be charged to
deposit accountStreet Address: SUITE 3400
FOUR EMBARCADERO CENTER
City: SAN FRANCISCO
State: CA Zip: 94111-41878. Deposit account number: 06-1300
Please debit any underpayment or credit any
overpayment to the above deposit account.Our Order No. A-64024-2/HCH

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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.Harold C. Hohbach, Reg. No. 17,757

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and document: [5]

OMB No. 0651-0011 (Rev. 4/94)

10/22/1998

40.00 DP

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Mail documents to be recorded with required cover sheet information to:

Honorable Commissioner of Patents and Trademarks, Box Assignments
Washington, DC 20231File No. A-64024-2/HCH

Rev. 8/93 (39811)

119841

PATENT
REEL: 9528 FRAME: 0064

ASSIGNMENT

WHEREAS, the undersigned,

(1) Gordon H. Epstein, (2) Todd E. Lempert

(3) Brian B. Martin, (4) David M. Taylor

hereinafter termed "Inventors"), residents of

(1) Fremont, (2) Piedmont

(3) Boulder Creek, (4) Fremont

respectively, Counties of

(1) Alameda, (2) Alameda

(3) Santa Cruz, (4) Alameda

respectively, States of

(1) California, (2) California

(3) California, (4) California

respectively, have invented certain new and useful improvements in

**EXPANSILE DEVICE FOR USE IN BLOOD VESSELS AND TRACTS IN THE BODY
AND TENSION APPLICATION DEVICE FOR USE THEREWITH AND METHOD**

and have executed concurrently herewith an application for a United States patent disclosing and identifying the invention; and

WHEREAS, BioInterventional Corporation, a corporation of the State of California, having a place of business at 5990 Stoneridge Dr., #112, Pleasanton, California, 94588, hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (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 Inventors 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 division, substitution, or continuation 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 jointly and severally 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 Inventors 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 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 opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors 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 Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

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

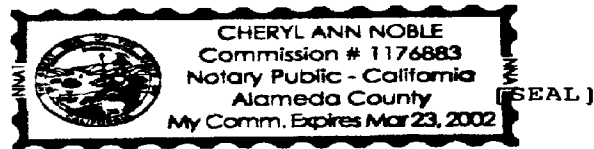
(1) 12 day of October, 1998, (2) 12 day of October, 1998, (3) 12 day of October, 1998, (4) 12 day of October, 1998, respectively.


Gordon H. Epstein

County of ALAMEDA),
) ss.
State of California).

On this 12 day of OCTOBER in the year 1998, before me, CHERYL ANN NOBLE, Notary Public of the State of California, personally appeared (1) Gordon H. Epstein, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.
Signature Cheryl Ann Noble



(2) Todd E. Lempert
Todd E. Lempert

County of ALAMEDA),
) ss.
State of California).

On this 12 day of OCTOBER in the year 1998, before me, CHERYL ANN NOBLE, Notary Public of the State of California, personally appeared (2) Todd E. Lempert, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.
Signature Cheryl Ann Noble



State of California).

On this 12 day of OCTOBER in the year 1998, before me, CHERYL ANN NOBLE, Notary Public of the State of California, personally appeared (3) Brian B. Martin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.
Signature Cheryl Ann Noble



RECORDED 10/19/1998

REEL: 9528 FRAME: 0067