

FORM PTO-1595

(Rev. 8-93)

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

Tab settings ☐ ☐ ☐ ▼

11-02-1998



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1 SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark OfficeTo the Honorable Commissioner of ~~Patents and Trademarks~~, Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

PercuSurge, Inc.

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

3. Nature of conveyance:

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

Execution Date: 9-10-98

2. Name and address of receiving party(ies)

Name: Comdisco, Inc.

Internal Address: Legal Department

Street Address: 6111 N. River Rd.

City: Rosemont State: IL ZIP: 60018

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)

See Attached

B. Patent No.(s)

See Attached

Additional numbers attached? ☐ Yes ☐ No

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

Name: Nancy O'Connor

Internal Address: Legal Department

COMDISCO, INC.

Street Address: One Post St., Suite 2675

City: San Francisco, State: CA ZIP: 94104

6. Total number of applications and patents involved: 50

7. Total fee (37 CFR 3.41).....\$ 2,000

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

10/20/1998 BUREAU 00000257 00464579

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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.

Nancy O'Connor

Name of Person Signing

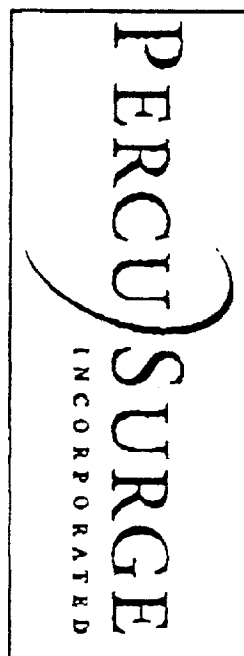
Nancy O'Connor

Signature

10-19-98

Date

Total number of pages including cover sheet, attachments, and document: ☐Mail documents to be recorded with required cover sheet information to
Commissioner of Patents & Trademarks, Box AssignmentsPATENT
REEL: 9578 FRAME: 0170



INTELLECTUAL PROPERTY STATUS REPORT

PATENT MATTERS

DESCRIPTION	KNOB FILE NO.	COUNTRY	FILING DATE SERIAL NO.	PATENT NO. ISSUE DATE	PRIORITY CODE	STATUS
ORIGINAL APPLNS						
CATHETER APPARATUS & METHOD FOR TREATING OCCLUDED VESSELS	PERCUS.001A	USA	June 5, 1995 08/464579	N/A	B	ALLOWED GOAL: Allowed claims by 12/98
APPARATUS AND METHOD FOR TREATING OCCLUDED VESSELS	PERCUS.001CP1	USA	May 20, 1996 08/650464	N/A	A	ALLOWED; CLAIMS FOCUS ON ADAPTOR - TRANSFER TO 006CP1 GOAL: Allowed Claims by 8/98
APPARATUS AND METHOD FOR TREATING OCCLUDED VESSELS	PERCUS.001QPC	PCT	June 3, 1996 PCT/US96/08706	N/A	N/A	ABANDONED
T0BC						
HOLLOW MEDICAL WIRES AND METHOD FOR CONSTRUCTING THE SAME	PERCUS.002A	USA	March 6, 1997 08/812876	N/A	B	PENDING - RESPONSE TO RESTRICTION REQUIREMENT FILED 12/17/97; OFFICE ACTION RESPONSE DUE 6/30/98
HOLLOW MEDICAL WIRES AND METHOD FOR CONSTRUCTING THE SAME	PERCUS.002WPC	PCT	March 6, 1998 PCT/US98/04500	N/A		PENDING

* A - Top priority
B - Medium priority - authorized to prosecute
C - Low priority - not authorized to prosecute

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INTELLECTUAL PROPERTY STATUS REPORT

PATENT MATTERS (Cont'd.)

ATTORNEY-CLIENT PRIVILEGE
CONFIDENTIAL
Excluded: March 23, 1998

DESCRIPTION	NAME FILE NO.	COUNTRY	FILING DATE SERIAL NO.	PATENT NO. ISSUE DATE	PRIORITY CODE	STATUS
SHAFT FOR MEDICAL CATHETERS	PERCUS.053A	USA	February 19, 1998 09/026105	N/A	A	PENDING GOAL: Allowed Claims by 12/98
HYPOTUBE CONNECTIONS	PERCUS.073A	USA				IN PREPARATION
MEDICAL WIRE INTRODUCER AND BALLOON PROTECTIVE SHEATH	PERCUS.026A	USA	June 13, 1997 09/874307	N/A	C	PENDING; TO BE ABANDONED IN FAVOR OF 026C1
MEDICAL WIRE INTRODUCER AND BALLOON PROTECTIVE SHEATH	PERCUS.026C1	USA	March 24, 1998 09/047303	N/A	C	PENDING
CORE WIRE						
CATHETER BALLOON CORE WIRE	PERCUS.003A	USA	March 6, 1997 08/813024	N/A	B	OFFICE ACTION RESPONSE FILED 4/9/98; CLAIMS 9-11 ALLOWED. GOAL: Allowed Claims by 6/98
CATHETER BALLOON CORE WIRE	PERCUS.003VPC	PCT	May 19, 1997 PCTUS97/08468	N/A	N/A	LACK OF UNITY REJECTION; ADDITIONAL SEARCH REQUESTED; PUBLISHED 11/27/97
CORE WIRE WITH SHAPEABLE TIP	PERCUS.053A	USA	February 19, 1998 09/026375	N/A	A	PENDING GOAL: Allowed Claims by 12/98

A - Top priority
B - Medium priority - authorized to prosecute
C - Low priority - not authorized to prosecute

PERCUSURGE
.....INTELLECTUAL PROPERTY STATUS REPORT
PATENT MATTERS (Cont'd.)

ATTORNEY-CLIENT PRIVILEGED
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Revised: Nov 21, 1998

DESCRIPTION	INNOV. FILE NO.	COUNTRY	FILING DATE SERIAL NO.	PATENT NO. ISSUE DATE	PRIORITY CODE	STATUS
IRRIGATION/ASPIRATION						
CATHETER SYSTEM FOR EMBOLI CONTAINMENT	PERCUS.004A	USA	March 6, 1997 08/812570	N/A	B	OFFICE ACTION MAILED 1/9/98: AMENDMENT DUE 7/9/98; RE-EVALUATE MERITS OF CORE IN VIEW OF (i) SYSTEM OF 3 CATHETERS, (ii) NEED FOR APPARATUS CLAIMS IN EUROPE, AND (iii) APPARENT SUCCESS IN METHOD CASE
CATHETER SYSTEM	PERCUS.004VPC	PCT	March 6, 1998 PCT/US98/04485	N/A		<u>GOAL</u> : Allowed Claims by 12/98 PENDING
METHOD FOR EMBOLI CONTAINMENT	PERCUS.005A	USA	March 6, 1997 08/812875	N/A	B	OFFICE ACTION RESPONSE FILED 4/9/98. <u>NO PCT FILING</u> <u>GOAL</u> : Allowed Claims by 12/98
ADAPTOR						
LOW PROFILE CATHETER VALVE	PERCUS.006A	USA	March 6, 1997 08/812139	N/A	B	RESPONSE TO RESTRICTION REQUIREMENT FILED TO ELECT ADAPTOR CLAIMS; 4 CLAIMS ALLOWED. <u>GOAL</u> : Allowed Claims by 12/98
LOW PROFILE CATHETER VALVE AND INFLATION ADAPTOR	PERCUS.006CP1	USA	Nov. 20, 1997 08/875723	N/A	A	PENDING; "SPECIAL" STATUS PENDING

* A - Top priority
B - Medium priority - authorized to prosecute
C - Low priority - not authorized to prosecute

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.....INTELLECTUAL PROPERTY STATUS REPORT
PATENT MATTERS (Cont'd.)

DESCRIPTION	KNOB FILE NO.	COUNTRY	FILING DATE SERIAL NO.	PATENT NO. ISSUE DATE	PRIORITY CODE	STATUS
LOW PROFILE CATHETER VALVE	PERCUS.006DV1	USA	March 13, 1998 09/039110	N/A		PENDING; CLAIMS TO VALVE
LOW PROFILE CATHETER VALVE	PERCUS.006VPC	PCT	May 19, 1997 PCT/US97/08469	N/A	N/A	LACK OF UNITY REJECTION; ADDITIONAL SEARCH REQUESTED; PUBLISHED 11/27/97
CONSISTENT						
STENT POSITIONING APPARATUS AND METHOD	PERCUS.007A	USA	November 6, 1996 08/744632	N/A	B	ALLOWED
STENT POSITIONING APPARATUS AND METHOD	PERCUS.007VPC	PCT	November 6, 1997 PCT/US97/20136	N/A	N/A	PENDING
MAIN CATHETER						
CATHETER FOR EMBOLI CONTAINMENT SYSTEM	PERCUS.009A	USA	March 6, 1997 08/813023	N/A	B	PENDING; RESPONSE TO RESTRICTION REQUIREMENT FILED 5/15/98
CATHETER FOR EMBOLI CONTAINMENT SYSTEM	PERCUS.009CP1	USA	May 19, 1997 08/858800	N/A	B	PENDING
CATHETER FOR EMBOLI CONTAINMENT SYSTEM	PERCUS.009QPC	PCT	May 19, 1997 PCT/US97/08467	N/A	N/A	LACK OF UNITY REJECTION; NO ADDITIONAL SEARCHES REQUESTED; PUBLISHED 11/27/97

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INTELLECTUAL PROPERTY STATUS REPORT

PATENT MATTERS (Cont'd.)

ATTORNEY-CLIENT PRIVILEGE
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Noted: June 23, 1998

DESCRIPTION	MMQB FILE NO.	COUNTRY	FILING DATE SERIAL NO.	PATENT NO. ISSUE DATE	PRIORITY CODE	STATUS
BALLOON TECHNOLOGY						
PRE-STRETCHED CATHETER BALLOON	PERCUS.010A	USA	March 6, 1997 08/812140	N/A	A	"SPECIAL" STATUS GRANTED; OFFICE ACTION RESPONSE FILED 4/8/98. FOCUS ON GLASS TRANSITION TEMP. OF C-FLEX <u>GOAL:</u> Allowed Claims by 12/98
BALLOON CATHETER AND METHOD OF MANUFACTURE	PERCUS.010CP1	USA	February 19, 1998 09/026225	N/A	A	PENDING
BALLOON CATHETER AND METHOD OF MANUFACTURE	PERCUS.010QPC	PCT	March 6, 1998 PCT/US98/04230	N/A		PENDING
DIPPING METHOD	PERCUS.069A					SEARCH INITIATED.
SVG METHOD						
ASPIRATION METHOD	PERCUS.019A	USA	March 6, 1997 08/813807	N/A	A	"SPECIAL" STATUS GRANTED; OFFICE ACTION RESPONSE FILED 3/13/98; ALLOWED; TRANSFER CLAIMS TO 019CP1.
ASPIRATION SYSTEM	PERCUS.019CP1	USA	March 27, 1998 US/049857	N/A	A	PENDING
INTRAVASCULAR ASPIRATION SYSTEM	PERCUS.019VPC	PCT	March 6, 1998 PCT/US98/04366			PENDING <u>GOAL:</u> Allowed Claims by 6/98

A - Top priority
B - Medium priority - authorized to prosecute
C - Low priority - not authorized to prosecute

PERCUSURGE
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SCHEDULE A

INTELLECTUAL PROPERTY STATUS REPORT PATENT MATTERS (Cont'd.)

ATTORNEY-CLIENT PRIVILEGE
CONFIDENTIAL
Revised: June 21, 1999

DESCRIPTION	KNOB FILE NO.	COUNTRY	FILING DATE SERIAL NO.	PATENT NO. ISSUE DATE	PRIORITY CODE	STATUS
CAROTID METHOD						
METHOD FOR CONTAINING AND REMOVING OCCLUSIONS IN THE CAROTID ARTERIES	PERCUS.020A	USA	March 6, 1997 08/013810	N/A	B	RESPONSE TO RESTRICTION REQUIREMENT FILED 4/30/98
						<u>GOAL:</u> Allowed Claims by 12/98
METHOD FOR CONTAINING AND REMOVING OCCLUSIONS IN THE CAROTID ARTERIES	PERCUS.020CP1	USA	September 19, 1997 08/933816	N/A	A	PENDING; SPECIAL STATUS REQUESTED 6/5/98
CATHETER SYSTEM FOR CONTAINING AND REMOVING VASCULAR OCCLUSIONS	PERCUS.020PC	PCT	March 6, 1998 PCT/US98/04417	N/A		PENDING
EXPANDABLE OCCLUSIVE DEVICE AND METHOD	PERCUS.068A					IN PREPARATION
ASPIRATION CATHETER						
ASPIRATION CATHETER	PERCUS.022A	USA	March 6, 1997 08/013808	N/A	B	RESPONSE TO RESTRICTION REQUIREMENT FILED 4/16/98 <u>GOAL:</u> Allowed Claims by 12/98
ASPIRATION SYSTEM	PERCUS.022CP1	USA	February 19, 1998 09/026013	N/A	B	PENDING
ASPIRATION SYSTEM	PERCUS.022DPC	PCT	March 6, 1998 PCT/US98/04494	N/A		PENDING

* A - Top priority
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Knobbe, Martens, Olson & Bear, LLP

PERCUSURGE

SCHEDULE A

INTELLECTUAL PROPERTY STATUS REPORT
PATENT MATTERS (Cont'd.)

ATTORNEY-CLIENT PRIVILEGED
CONFIDENTIAL
Retired: Dec 23, 1998

DESCRIPTION	KNOB FILE NO.	COUNTRY	FILING DATE SERIAL NO.	PATENT NO. ISSUE DATE	PRIORITY CODE	STATUS
INFLATION/DEFLATION						
SYRINGE AND METHOD FOR INFLATING LOW VOLUME CATHETER BALLOON	PERCUS.023A	USA	June 13, 1997 08/874158	N/A	B	PENDING; TO BE ABANDONED IN FAVOR OF 023CP1
HIGH PRESSURE SYRINGE	PERCUS.023CP1	USA	February 19, 1998 09/025991		B	PENDING
ROTATIONAL INFLATOR	PERCUS.087A	USA			A	IN PREPARATION
3-WAY VALVE	PERCUS.054A				C	APPLICATION DRAFTED; FILING SUSPENDED PER CLIENT'S INSTRUCTIONS. CONSIDER FILING AS A "PROVISIONAL" APPLICATION
ABDOMINAL ANEURYSM						
	PERCUS.024A	USA			C	UNFILED
TOOL						
MECHANISM FOR MANIPULATING A TOOL AND FLEXIBLE ELONGATE DEVICE USING THE SAME	PERCUS.028A	USA	June 5, 1992 07/893770	5386072 02/14/95	C	ISSUED - MAINT. FEES DUE
METHOD FOR MANIPULATING A TOOL	PERCUS.028VAU	AUSAL	June 3, 1993 44035/93	N/A	N/A	ABANDONED
METHOD FOR MANIPULATING A TOOL	PERCUS.028VCA	CANADA	June 3, 1993 2137290			ABANDONED
METHOD FOR MANIPULATING A TOOL	PERCUS.028VEP	EPO	June 3, 1993 83914332.7	N/A	N/A	ABANDONED

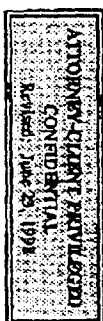
A - Top priority
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PERCUSURGE
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SCHEDULE A

INTELLECTUAL PROPERTY STATUS REPORT

PATENT MATTERS (Cont'd.)



DESCRIPTION	KNOB FILE NO.	COUNTRY	FILING DATE SERIAL NO.	PATENT NO. ISSUE DATE	PRIORITY CODE	STATUS
METHOD FOR MANIPULATING A TOOL	PERCUS.028VJP	JAPAN	June 3, 1993 501562/1894	N/A	N/A	PENDING
METHOD FOR MANIPULATING A TOOL	PERCUS.028VPC	PCT	June 3, 1993 PCTUS93/05253			CLOSED
RADIATION TECHNOLOGY						
METHOD AND CATHETER APPARATUS FOR RADIATION THERAPY	PERCUS.032A	USA	February 19, 1998 09/026103	N/A	A	PENDING
RADIATION FLUID ADAPTER	PERCUS.061A	USA			B	IN PREPARATION; NEED DRAWINGS
EXCHANGE CATHETER AND METHOD						
EXCHANGE CATHETER AND METHOD OF USE	PERCUS.051A	USA	February 19, 1998 09/026464	N/A	B	PENDING
EXCHANGE METHOD FOR EMBOLI CONTAINMENT	PERCUS.071A	USA	March 27, 1998 09/049712	N/A	A	PENDING
DEFENSIVE PATENTS						
LOW PROFILE FLUID DELIVERY AND SEALING SYSTEM FOR A CATHETER	PERCUS.052A	USA	February 19, 1998 09/025990	N/A	B	PENDING
MECHANICAL OCCLUSION OF A VESSEL	PERCUS.001CF2	USA	February 19, 1998 09/026106	N/A	A	PENDING
SINGLE CATHETER SYSTEMS	PERCUS.060A	USA			A	IN PREPARATION
CLIP ON CATHETER/SIGNAL GUIDE WIRE SYSTEMS	PERCUS.062A	USA			B	IN PREPARATION

* A - Top priority
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C - Low priority - not authorized to prosecute

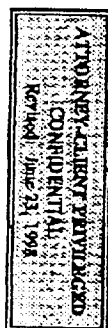
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Knobbe, Martens, Olson & Bear, LLP

PERCUSURGE

INTELLECTUAL PROPERTY STATUS REPORT

PATENT MATTERS (Cont'd.)



DESCRIPTION	KNOB FILE NO.	COUNTRY	FILING DATE SERIAL NO.	PATENT NO. ISSUE DATE	PRIORITY TYPE	STATUS
SUDDING OCCUSION	PERCUS.065A	USA			A	IN PREPARATION - CLAIM PRIORITY TO 019A7 (See p. 9, L. 27)

* A - Top priority
B - Medium priority - authorized to prosecute
C - Low priority - not authorized to prosecute

COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS

This Collateral Assignment of Patents and Trademarks is made on this 10th day of September, 1998, by and between Percusurge, Inc. (the "Assignor") and Comdisco, Inc., (the "Assignee"),

WHEREAS, Assignor and Assignee are parties to a certain Loan and Security Agreement dated September 10, 1998 (together with all exhibits, and amendments thereto, collectively the "Loan Agreement", with the terms used but not otherwise defined herein being used with the same meaning as therein defined.)

WHEREAS, pursuant to that certain Loan Agreement, the Assignor has agreed to grant to Assignee a lien on and a security interest in, inter alia, all the patent and trademark rights that Assignor may have in the patents and trademarks to the extent of the Loan and made thereunder.

NOW THEREFORE, in consideration for the mutual covenants and agreements contained in the Loan Agreement and this Collateral Assignment Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Collateral Assignment of Patents. To secure the full, complete and timely payment and satisfaction of Assignor's indebtedness with respect to the Loan owed to Assignee, Assignor hereby collaterally assigns, conveys, transfers, sets over and delivers to the Assignee (with power of sale), to the extent permitted by law, a priority lien and security interest in and to all (i) patents, patent applications and patent rights, including, without limitation, the inventions and improvements described and claimed therein, and specifically those patents and patent applications listed on Schedule A attached hereto as the same may be amended to include any patents hereinafter required and patent applications hereafter filed and made a part hereof, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part hereof (all of the foregoing collectively referred to as the "Patents"), (ii) the trademarks applications listed on Schedule B attached hereto and made a part hereof as the same may be amended to include any trademarks hereafter acquired and trademark applications hereafter acquired, and (a) all registrations and renewals thereof, (the foregoing trademarks collectively referred to as the "Trademarks"), all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Patents and Trademarks, including, without limitation, damages and payments for past or future infringements, misappropriation, or breach thereof, the right to sue for past, present and future infringements, misappropriation, or breach thereof, and all rights corresponding thereto throughout the world. The Assignor shall be liable for and promptly reimburse the Assignee for all fees and costs, including reasonable attorney's fees, for the preparation, filing, recordation and releasing of all liens or assignments provided for herein.

2. Authorization. Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this conditional assignment and the interests herein assigned.

3. Covenant and Warranty of Title. Assignor covenants and warrants that it is now the sole owner, free from the obligations of any license or encumbrance whatsoever except as granted herein of all of the patents and applications for Patents and Trademarks and applications for Trademarks assigned hereunder.

4. Restrictions on Future Assignment. Until all obligations under the Loan Agreement are deemed by Assignee to be fully satisfied, Assignor hereby agrees not to sell or assign or grant a security interest in the Patents to the extent of the Loan, and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Assignee under this Assignment Agreement.

5. Assignee's Right to Sue. From and after the occurrence of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and Trademarks, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute and deliver any and all proper documents or information that may be necessary or desirable to aid Assignee in such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses, including reasonable attorney's fees, incurred by Assignee in the exercise of the foregoing rights.

6. Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7. Termination. This Assignment is made for purposes of securing those Obligations under the Loan Agreement and upon full and complete compliance with the terms and conditions of the Loan Agreement and satisfaction of all Obligations thereunder, this Assignment shall terminate and Assignee shall execute and deliver to Assignor all agreements, assignments or instruments as may be necessary or proper to terminate Assignee's collateral assignment and security interest in the Patents and Trademarks, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Agreement.

8. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

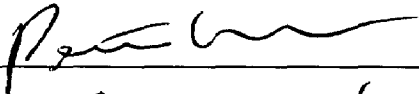
9. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by the parties hereto.

10. Binding Effect. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its nominees and assigns.

11. Governing Law. This Assignment shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment
as of the date first set forth above.

PERCUSURGE, INC.

By: 

Title: President / CEO

Date: 6/18/98