

05-24-1999

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

5-13-99

RECORDATION  
PAT

101044472

Serial No. 22828-000

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

William Richard Dubrul

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

## 3. Nature of conveyance:

☒ Assignment      ☐ Merger  
☐ Security Agreement      ☐ Change of Name

Other: \_\_\_\_\_

Execution Date: May 5, 1999

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

Name: Bacchus Vascular, Inc.

Address: 10231 Bubba Road  
Cupertino, CA 95014Additional 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)

B. Patent No.(s)  
5,380,273; 5,498,236; 5,713,848Additional numbers attached? ☐ Yes ☒ No

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

Name: David J. Weitz

Address: WILSON SONSINI GOODRICH &amp; ROSATI

650 Page Mill Road

Palo Alto, CA 94304-1050

## 6. Total number of applications and patents involved: Three

Total fee (37 CFR 3.41): \$120.00

☒ Enclosed☐ Authorized to be charged to deposit account, if necessary

## 8. Deposit account number:

23-2415 (22828-000)

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

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.

David J. Weitz

Name of Person Signing  
Registration No. 38,362

Signature

Date

Total number of pages including cover sheet, attachments, and document: 3

Do not detach this portion

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

05/24/1999 DMSUYEL 00000012 232415 5380273

01 FC:581 120.00 CH

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

PATENT  
REEL: 009958 FRAME: 0120

## ASSIGNMENT

WHEREAS, the undersigned,

William Richard Dubrul  
#1 Uccelli Blvd., Suite A-7  
Redwood City, CA 94063  
Tel. 650.364.2303

hereinafter termed "Inventor", has invented certain new and useful improvements in

### VIBRATING CATHETERS AND DEVICES

and has received the following issued patents: U.S. Patent Numbers 5,498,236, 5,380,273 and 5,713,848 and has also filed an application for Continuation in Part on January 9, 1998 as U.S. Patent Application No. 09/005,217 on the most recently issued patent, that patent being 5,713,848 (hereinafter collectively termed "patents and application"); and

WHEREAS, Bacchus Vascular, Inc., a corporation of the State of Delaware, having a place of business at 10231 Bubb Road, Cupertino, CA 95014, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said patents and 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 Inventor (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 Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said patents and 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 divisional, substitution, continuation, or continuation-in-part of any of said patents and applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor hereby covenants and agrees 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 Inventor 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 patents and applications; (c) for filing and prosecuting substitute, divisional, continuing or additional patents and applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said

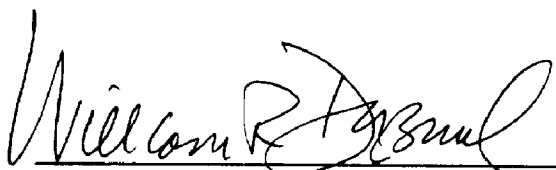
C:\NRPORTBL\PALib2\jth\1108721.1

applications; (c) for filing and prosecuting substitute, divisional, continuing or additional patents and 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 patents and applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, 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 Inventor hereby warrants and represents that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventor has executed and delivered this instrument to said Assignee as of the dates written below.



William Richard Dubrul

5/5/99

Date



State of California )  
County of Santa Clara )

On May 5, 1999, before me, Bette M. Hathcoat, Notary Public,  
personally appeared William Richard Dubrul

☐ 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 to me that he/she executed the same in his/her authorized capacity, 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.

  
(Notary Public)