

06-28-1999

FORM, PTO-1595
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RECORDA



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Docket No. 242/009

101077431

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

1. Name of conveying party(ies):
Denise Barbut, Jonathan Root, Giovanni Pastrone
Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party:
Name: EMBOL-X, Inc.

Internal Address: _____

City: _____ State: _____ Zip _____

Street Address: 645 Clyde Avenue

City: Mountain View State: California Zip: 94043

Additional name(s) & address(es) attached? Yes No

10518 U.S. PTO
09/335849
06/15/99

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: May 28, June 4, and June 14, 1999

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:
May 28, June 4, and June 14, 1999

A. Patent Application No(s).
Additional numbers attached? Yes No

B. Patent No(s): *09/335849*

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: John Kappos
Internal Address: LYON & LYON LLP
633 West Fifth Street, Suite 4700
Los Angeles, CA 90071-2066

6. Total number of applications and patents involved: one

7. Total fee (37 CFR 3.41): \$ 40.00
 Enclosed
 Charge this Deposit Account if any additional fee is required

8. Deposit Account Number: 12-2475

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.

John Kappos
John Kappos, Reg. No. 37,861

Date: June 15, 1999

Total number of pages including cover sheet: 5

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

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

Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

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PATENT
REEL: 010045 FRAME: 0938

ASSIGNMENT OF PATENT APPLICATION

WHEREAS, WE, DENISE R. BARBUT, a citizen of UNITED KINGDOM, JONATHAN D. ROOT, a citizen of U.S.A., and GIOVANNI PASTRONE, a citizen of U.S.A. (hereinafter referred to as "ASSIGNORS"), have invented and own a certain invention entitled GUIDING CATHETER FOR POSITIONING A MEDICAL DEVICE WITHIN AN ARTERY for which application for Letters Patent of the United States of America has been executed on even date herewith; and

WHEREAS, EMBOL-X, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware and having its principal place of business at 645 Clyde Avenue, Mountain View, California 94043-2213 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under any Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

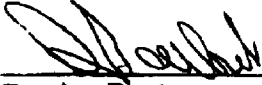
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer and set over unto the said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said invention and to all Letters Patent or application or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said invention by said application, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue

said Letters Patent or any legal equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF the ASSIGNORS have executed this Assignment at:

<u>New York</u> , NY (City)	 Denise Barbut	<u>6/4/99</u> Date
_____, CA (City)	_____ Jonathan D. Root	_____ Date
_____, CA (City)	_____ Giovanni Pastrone	_____ Date

said Letters Patent or any legal equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF the ASSIGNORS have executed this Assignment at:

_____, NY
(City)

Denise Barbut

Date

San Francisco, CA
(City)


Jonathan D. Root

6/14/99
Date

_____, CA
(City)

Giovanni Pastrone

Date

said Letters Patent or any legal equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF the ASSIGNORS have executed this Assignment at:

_____, NY
(City) Denise Barbut _____
Date

_____, CA
(City) Jonathan D. Root _____
Date

Los Gatos, CA *Giovanni Pastore* _____
(City) Giovanni Pastore Date *May 28, 1999*