

08-31-1999



HEET

To the Assistant Commissioner for ... 101131266  
or a copy thereof.

1 original documents

## 1. Name of conveying parties:

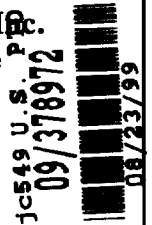
**Jean Pierre Lalonde**  
**Robert Martin**  
**Claudia Lueckge**  
**Leonilda Capuano**  
**John W. Lehmann**  
**Daniel Nahon**

mro

8-23-99

## 2. Name and address of receiving party:

Name: **CryoCath Technologies Inc.**  
 Street: **16771 Chemin Ste-Marie**  
 City: **Québec**  
 State: **CANADA**  
 Zip: **H9H 5H3**



Additional name(s) of conveying party(ies) attached?

Yes ☒ No

## 3. Nature of conveyance:

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

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

Yes ☒ No

09, 378972

Execution Date: August 12, 1999 and August 18, 19994. 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:) August 12, 1999 and August 18, 1999

A. Patent Application No:

B. Patent No(s): [Patent No(s)]

Additional numbers attached?

☐ Yes ☒ No

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

Atty. Name: **Michael I. Falkoff, Esq.**  
 Firm Name: **Nutter, McClennen & Fish, LLP**  
 Street Address: **One International Place**  
 City/State: **Boston, MA**  
 Zip Code: **02110-2699**  
 Direct Dial No. **(617) 439-2879**

6. Total number of applications and patents involved? 17. Total fee (37 CFR 3.41): \$ 40.00Fee Enclosed: ☒ Yes ☐ NoCheck No.: 0893

☒ The Commissioner is hereby authorized to charge underpayment/credit overpayment to Deposit Account No. **141449**.

(Attach duplicate copy of this page if paying fees by Deposit Account)

08/30/1999 MTHA11 00000143 09378972

DO NOT USE THIS SPACE

01 EC-581 40.00 0P

## 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.)

**Michael I. Falkoff**  
 Name of Attorney

Signature

Date

20 August 1999

Total number of pages including cover sheet: 4

770792.1

## ASSIGNMENT

Whereas we, the undersigned, hereby have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled **ENDOVASCULAR CRYOTREATMENT CATHETER**, identified as Attorney Docket No. 22751-83, which application was

executed by each of us of even date herewith; or

filed on \_\_\_\_\_ as Application Serial No. \_\_\_\_\_. In

the event that the execution date, or filing date and Application Serial Number are not entered above at the time of executing this document, and if such information is deemed necessary, we hereby authorize and request our attorneys at Nutter, McClennen & Fish, LLP, One International Place, Boston, Ma 02110-2699, to insert above the execution date(s) or Filing Date and Application Serial Number of said application:

Whereas, CryoCath Technologies, Inc., a QUEBEC corporation having a place of business at 16771 Chemin Ste-Marie, Kirkland, Quebec H9H 5H3, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, reissue and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make,

use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony whereof we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

Dated: August 12<sup>th</sup>, 1999 John W. Lehmann  
John W. Lehmann

First witness to execution by inventor John W. Lehmann:

Name: CEDRIC GRIGG Signature: Cedric J. Grigg Date: 8/12/1999

Second witness to execution by inventor John W. Lehmann:

Name: KATHLEEN LEHMANN Signature: Kathleen Lehmann Date: 8-12-99

Dated: 18/08/1999 Jean Pierre LaLonde  
Jean Pierre LaLonde

Dated: August 18, 1999 Robert Martin  
Robert Martin

Dated: August 18, 1999 Claudia Lueckge  
Claudia Lueckge

Dated: 1999/08/18 Leonilda Capuano  
Leonilda Capuano

Dated: Aug-18/99

Daniel Nahon  
Daniel Nahon

First witness to execution by inventors **Jean Pierre LaLonde, Robert Martin, Claudia Lueckge, Leonilda Capuano and Daniel Nahon**

Name: Debbie DeRoy Signature: Debbie DeRoy Date: Aug 18/99

Second witness to execution by inventors **Jean Pierre LaLonde, Robert Martin, Claudia Lueckge, Leonilda Capuano and Daniel Nahon**

Name: Lynn webber Signature: Lynn webber Date: August 18, 1999

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