

09-09-1999

FORM PTO-1595

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

8-30-99

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

1. Name of conveying party(ies):

Mai Huong Dang and Phillip Chiu

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

3. Nature of Conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ OtherExecution Date August 27, 1999

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

Name: CardioVasc, Inc.Internal Address: 1390 Willow Road, Menlo Park, CaliforniaStreet Address: 1390 Willow RoadCity: Menlo ParkState: CA Zip: 94025Additional 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 August 20, 1999

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Harold C. HohbachInternal Address: FLEHR HOHBACH TEST
ALBRITTON & HERBERT LLPStreet Address: SUITE 3400FOUR EMBARCADERO CENTERCity: SAN FRANCISCOState: CA Zip: 94111-4187

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40.00☒ Enclosed
☐ Authorized to be charged to deposit account8. Deposit account number: 06-1300

Please debit any underpayment or credit any overpayment to the above deposit account.

Our Order No. A68316/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

August 27, 1999

Date

Total number of pages including cover sheet, attachments and document: [4]

OMB No. 0651-0011 (exp. 4/94) 139256

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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-68316/HCH

Rev. 8/93 (39811)

09/07/1999 090000020 09385692

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PATENT
REEL: 010214 FRAME: 0321

ASSIGNMENT

WHEREAS, the undersigned,

(1) Mai Huong Dang (2) Phillip Chiu,

(hereinafter termed "Inventors"), residents of

(1) Palo Alto (2) San Francisco,

counties of

(1) Santa Clara (2) San Francisco,

State of California, respectively, have invented certain new and useful improvements in COATING HAVING BIOLOGICAL ACTIVITY AND MEDICAL IMPLANT HAVING SURFACE CARRYING THE SAME AND METHOD and have executed concurrently herewith an application for a United States patent disclosing and identifying the invention; and

WHEREAS, CardioVasc, Inc., a corporation of the State of California having a place of business at 1390 Willow Road, Menlo Park, State of California 94025, (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) 27 day of August, 1999, (2) 27 day of August, 1999, respectively.

(1) *Mai Huong Dang*
Mai Huong Dang

County of Santa Clara

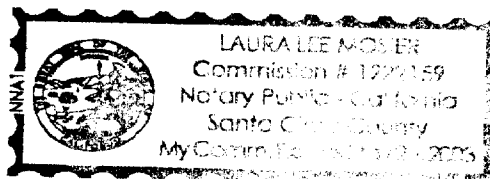
,)
) ss.
,)

State of California

On this 27th day of August, in the year 1999, before me, Laura Lee Moser, Notary Public of the State of California, personally appeared (1) Mai Huong Dang, 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 *Laura Lee Moser*



(2)

Phillip Chiu

Phillip Chiu

County of Santa Clara

,)

) ss.

State of California

.)

On this 27th day of August, in the year 1999, before me, Laura Lee Mosier Notary Public of the State of California, personally appeared (2) Phillip Chiu, 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

Laura Lee Mosier

