

10-17-2000

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Form PTO-1595  
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101489679

IM COVER SHEET  
PATENTS ONLY

Patent and Trademark Office

OCT 2

To the Assistant Commissioner for Patents: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Gadi Keren  
Ascher Shmulewitz

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

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

Company: Libra Medical Systems, Inc.  
Address: 3160 West Bayshore Road  
City/State/Zip: Palo Alto, CA 94303

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

3. Nature of conveyance:

- Assignment  Change of Name
- Security Agreement  Merger
- Other:

Execution Date: July 18, 2000, August 23, 2000

4. Application number(s) or patent number(s)

Attorney Docket No. 26842-1000

If this document is being filed together with a new application, the execution date of the application is \_\_\_\_\_

A. Patent Application No. 09/229,390

B. Patent No.(s): \_\_\_\_\_

Additional numbers attached?  Yes  No

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

Name: Edward J. Lynch  
Company: Heller Ehrman White & McAuliffe LLP  
Street Address: 525 University Avenue, Suite 1100  
City/State/Zip: Palo Alto, CA 94301-1900

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized deficiencies be charged to Deposit Account

8. Deposit Account Number: 08-1641

10/16/2000 NTHAI1 00000189 09229390

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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.

Edward J. Lynch  
Name of Person Signing

24,422  
Reg. No.

September 26, 2000  
Date

Total number of pages including cover sheet, attachments and document: 5

ASSIGNMENT

This Assignment is made by, Assignors, Gadi Keren of Kiryat Ono, Israel and Ascher Shmulewitz of Mercer Island, Washington, to LIBRA MEDICAL SYSTEMS, INC., a Delaware Corporation, Assignee, of Palo Alto, California.

WHEREAS, Assignors have invented a new and useful APPARATUS AND METHODS FOR TREATING CONGESTIVE HEART DISEASE, for which an application for United States Letters Patent was filed on January 11, 1999, and assigned Serial No. 09/229,390; and

WHEREAS, Assignors believe themselves to be the original, first and joint inventors of the invention disclosed and claimed in said application for Letters Patent; and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to said invention, said application and any Letters Patent that may be granted for said invention in the United States and throughout the world;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign and transfer to Assignee, the entire right, title and interest in and to said invention, said application and any Letters Patent that may be granted for said invention in the United States and throughout the world, including the right to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties or otherwise.

Further, Assignors agree that, upon request and without further compensation, but at no expense to Assignors, they and their legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be

necessary or desirable for obtaining, sustaining, reissuing or enforcing Letters Patent in the United States and throughout the world for said invention, and for perfecting, recording or maintaining the title of Assignee, its successors and assigns, to the interest assigned herein to said invention, said application and any Letters Patent granted for said invention in the United States and throughout the world.

Assignors represent and warrant that they have not granted and will not grant to others any rights inconsistent with the assignment herein.

Assignors authorize and request the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Letters Patent granted for said invention, whether on said application or on any subsequently filed division, continuation, continuation-in-part or reissue application, to Assignee, its successors and assigns, as the assignee of the entire interest in said invention.

IN WITNESS WHEREOF, Assignors have executed this Assignment on the dates written hereinbelow.

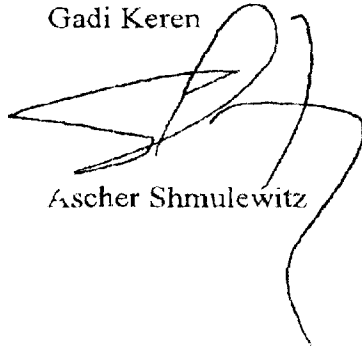
Assignors

Date

23.8.2000

Date

Gadi Keren



Ascher Shmulewitz

201514 v01.PA (4BHM011.DOC)  
8/23/00 8:10 AM (26842.1000)

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WHEREAS, Assignors believe themselves to be the original, first and joint inventors of the invention disclosed and claimed in said application for Letters Patent; and

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to said invention, said application and any Letters Patent that may be granted for said invention in the United States and throughout the world;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign and transfer to Assignee, the entire right, title and interest in and to said invention, said application and any Letters Patent that may be granted for said invention in the United States and throughout the world, including the right to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties or otherwise.

Further, Assignors agree that, upon request and without further compensation, but at no expense to Assignors, they and their legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be

necessary or desirable for obtaining, sustaining, reissuing or enforcing Letters Patent in the United States and throughout the world for said invention, and for perfecting, recording or maintaining the title of Assignee, its successors and assigns, to the interest assigned herein to said invention, said application and any Letters Patent granted for said invention in the United States and throughout the world.

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IN WITNESS WHEREOF, Assignors have executed this Assignment on the dates written hereinbelow.

Assignors

July 18, 2000  
Date

Gad Keren  
Gad Keren

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ascher Shmulewitz

201514 v01 PA (4HTMDJLJXX)  
8/21/00 10:39 pm (26842.1000)