

10-6-00

11-01-2000

**PATENT**

ocket Nos. 001-004

19196-001100

FORM PTO-1595 RECORDATION FORM  
(Rev. 6-93) **PATENTS ONI**  
OMB No. 0651-0011 (exp. 4/94)



101501349

**IERCE**  
Office

To the Honorable Comm

Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p style="text-align: center;"><b>THE FOUNDRY, LLC</b></p> <p>Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No</p> <p>3. Nature of conveyance: [X] Assignment [ ] Merger [ ] Other _____</p> <p>Execution Date: August 2, 2000 and June 26, 2000</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <b>ZEPHYR MEDICAL, INC.</b></p> <p>Internal Address: Street Address: 604-D Fifth avenue City: Redwood City State: CA Zip: 94063</p> <p>Additional name(s) and address(es) attached? [ ] Yes [X] No</p>
<p>4. Application number(s) or patent number(s): <b>09/522,316</b>, filed March 9, 2000; <b>09/416,309</b>, filed October 12, 1999.</p> <p style="text-align: center;">Additional numbers attached? [ ] Yes [X] No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <b>JENS E. HOEKENDIJK</b> 265 San Anselmo Avenue San Francisco, CA 94127</p>	<p>6. Total number of applications and patents involved: 1</p> <p>7. Total fee (37 CFR 3.41) \$80.00 [X] Authorized to be charged to deposit account</p> <p>[X] Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.</p> <p>8. Deposit Account No.: 50-1247 (duplicate attached)</p>

**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.*

Jens E. Hoekendijk

Name of Person Signing

Registration No.: 37,149

Signature

Date

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

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

Assistant Commissioner for Patents, Box Assignments

Washington, D.C. 20231

11/01/2000 GTON11 00000032 501247 09522316

01 FC:581

80.00 CH

**PATENT**  
**REEL: 011184 FRAME: 0261**

## ASSIGNMENT OF PATENT APPLICATION

WHEREAS, THE FOUNDRY, LLC, of 604-D Fifth Avenue, Redwood City, CA, 94063, hereinafter referred to as "ASSIGNOR," is the owner of all rights in certain new and useful improvements as described and set forth in the below-identified application for United States Letters Patent:

Title of Invention: METHODS AND DEVICES FOR PROTECTING A PASSAGEWAY  
IN A BODY WHEN ADVANCING DEVICES THROUGH THE  
PASSAGEWAY

Filing Date: October 12, 1999

Serial No.: 09/416,309

WHEREAS, ZEPHYR MEDICAL, INC., of 604-D Fifth Avenue, Redwood City, CA, 94063, hereinafter referred to as "ASSIGNEE," wants to acquire an interest in the invention and application and in any Letters Patent and Registrations that may be granted on the same;

For good and valuable consideration, receipt of which is hereby acknowledged by Assignor, Assignor has assigned, and by these presents does assign to Assignee all right, title and interest in and to the invention and application and to all foreign counterparts (including patent, utility model and industrial designs), and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world, and to claim the priority from the application as provided by the Paris Convention. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

Assignor further agrees that Assignor will, without charge to Assignee, but at Assignee's expense, (a) cooperate with Assignee in the prosecution of U.S. Patent applications and foreign counterparts on the invention and any improvements, (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer and (c) perform such other acts as Assignee lawfully may request to obtain or maintain Letters Patent and Registrations for the invention and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

IN TESTIMONY WHEREOF, this Assignment is executed this 26th day of June, 2000.

By: 

Hanson S. Gifford, III

The Foundry LLC

Title: President & CTO

## ASSIGNMENT OF PATENT APPLICATION

WHEREAS, THE FOUNDRY, LLC, of 604-D Fifth Avenue, Redwood City, CA, 94063, hereinafter referred to as "ASSIGNOR," is the owner of all rights in certain new and useful improvements as described and set forth in the below-identified application for United States Letters Patent:

Title of Invention: METHODS AND DEVICES FOR PROTECTING A PASSAGEWAY  
IN A BODY WHEN ADVANCING DEVICES THROUGH THE  
PASSAGEWAY

Filing Date: March 9, 2000

Serial No.: 09/522,316

WHEREAS, ZEPHYR MEDICAL, INC., of 604-D Fifth Avenue, Redwood City, CA, 94063, hereinafter referred to as "ASSIGNEE," wants to acquire an interest in the invention and application and in any Letters Patent and Registrations that may be granted on the same;

For good and valuable consideration, receipt of which is hereby acknowledged by Assignor, Assignor has assigned, and by these presents does assign to Assignee all right, title and interest in and to the invention and application and to all foreign counterparts (including patent, utility model and industrial designs), and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world, and to claim the priority from the application as provided by the Paris Convention. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

Assignor further agrees that Assignor will, without charge to Assignee, but at Assignee's expense, (a) cooperate with Assignee in the prosecution of U.S. Patent applications and foreign counterparts on the invention and any improvements, (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer and (c) perform such other acts as Assignee lawfully may request to obtain or maintain Letters Patent and Registrations for the invention and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

IN TESTIMONY WHEREOF, this Assignment is executed this 2<sup>nd</sup> day of August, 2000.

By: 

Hanson S. Gifford, III  
The Foundry, LLC  
Title: President & CTO