<b>1</b> <sup>4</sup>	1-01-2000
$1-31-92 \neq \forall \downarrow \forall \downarrow \downarrow$	01501742 $\Gamma$ U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
To the Honorable Assistant Commissioner for Patents	<b>OTSOTTATE</b>
<ol> <li>Name of conveying party(ies):</li> <li>Stuart D. Edwards, Peter Edelstein, Hong Li</li> </ol>	2. Name and address of receiving party(ies):       P         Name: Novasys Medical, Inc.       P         Internal Address:       P
Additional name(s) of conveying party(ies) attached? [] Yes [x] No	
3. Nature of Conveyance:         [X] Assignment       [] Merger         [] Security Agreement       [] Change of Name         [] Other	Street Address: <u>687 N. Pastoria Avenue</u> <u><u>u</u>         City: <u>Sunnyvale</u> <u>Zip: 94086</u>         State: <u>CA</u>       Zip: <u>94086</u>         Additional name(s) &amp; address(es) attached?[] Yes [x] No   </u>
Execution Date: October 2, 2000	09/678500
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the ex	ecution date of the application is: October 2, 2000
A. Patent Application No.(s)	B. Patent No.(s)
Additional numbers atta	
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:
Name: <u>Harold C. Hohbach</u> Internal Address: <u>FLEHR HOHBACH TEST</u> ALBRITTON & HERBERT LLP	<ul> <li>7. Total fee (37 CFR 3.41):\$40.00</li> <li>[x] Enclosed</li> <li>[] Authorized to be charged to deposit account</li> </ul>
Street Address:       SUITE 3400         FOUR EMBARCADERO CENTER         City:       SAN FRANCISCO         State:       CA	8. Deposit account number: 06-1300 Please debit any underpayment or credit any overpayment to the above deposit account. Our Order No. <u>A-69268/HCH</u>
DO NOT USE	C THIS SPACE
9. Statement and signature. To the best of my knowledge and belief, the foregoing is a true copy of the original document.	g information is true and correct and any attached copy
Harold C. Hohbach	October 2, 2000
Name of Person Signing Sign	Date Date s including cover sheet, attachments and document: [3]
OMB No. 0651-0011 (exp. 4/94)	
Mail documents to be recorded with required cover shee Honorable Commissioner of Patents	h this portion et information to: s and Trademarks, Box Assignments - DC 20231
File No. <u>A-69268/HCH</u>	n, DC 20231 Rev. 8/93 (1018107)

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## ASSIGNMENT

WHEREAS	5, the undersigned,		
(1) <u>Stuart</u>	D. Edwards	_, (2)	Peter Edelstein,
(3) <u>Hong</u> L	<u>1</u>	<u> </u>	
(hereinafter termed "Inventors"), residents of			
(1) <u>Portola</u>	a Valley	_, (2)	Woodside,
(3) <u>San Di</u>	eqo	/	
respectivel	y, Counties of		
(1) <u>Santa (</u>	Clara	_, (2)	San Mateo,
(3) <u>San Die</u>	eqo	,	
respectively	, States of		
(1) <u>Califo</u>	cnia	_, (2)	California,
(3) <u>Califo</u>	cnia	_1	

respectively, have invented certain new and useful improvements in <u>APPARATUS</u> <u>AND METHOD FOR TREATMENT OF FEMALE URINARY INCONTINENCE</u> and have executed concurrently herewith an application for a United States patent disclosing and identifying the invention; and

WHEREAS, <u>NOVASYS MEDICAL</u>, INC., a corporation of the State of <u>California</u>, having a place of business at <u>687 N. Pastoria Avenue</u>, <u>Sunnyvale</u>, State of <u>California 94086</u>, (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

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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.

Said Inventors hereby jointly and severally covenant and agree to 2. 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.

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IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee this

(1) 2 day of CC+Cber, 2000, (2) 2 day of CC+Cber, 2000, (3) 2 day of CITC DIAC, 2000, respectively.

County of

State of California

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2000, before me, \_\_\_\_, Notary Public of the State of California, personally appeared (1) Stuart D. Edwards, 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.

SS

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

D. Edwards

Stuart

Peter Edelstein

County of

State of California

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2000, before me, , Notary Public of the State of California, personally appeared (2) Peter Edelstein, 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.

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) 55.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

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County of State of California

On this \_\_\_\_\_ day of \_\_\_\_\_\_, in the year 2000, before me, \_\_\_\_\_\_, Notary Public of the State of <u>California</u>, personally appeared (3) <u>Hong Li</u>, 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.

(3)

,) ) ss.

.)

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

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**RECORDED: 10/02/2000**