

01-10-2002

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101939751

Application Number	Unassigned
Confirmation Number	Unassigned
Filing Date	Herewith(12/28/01)
First Named Inventor	Spence et al.
Examiner	Unassigned
Group Art	Unassigned
Attorney Docket No.	GUID024CON5

ADDRESS TO: Commissioner of Patents and Trademarks  
Box Assignment  
Washington, D.C. 20231

EXPRESS MAIL NUMBER

EL 90029996445

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

1. Name of conveying party(ies):

Paul A. Spence

12-28-01

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

Name: Kinetics Corp.

Internal Address:

Street Address: 5818 Orion Road

City: Louisville State: KY Zip: 49222

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

☐ Yes  
☐ No

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

☐ Yes  
☐ No

3. Nature of conveyance:

- ☒ Assignment  
☐ Security Agreement  
☐ Other: \_\_\_\_\_
- ☐ Merger  
☐ Change of Name

Execution Date(s): 12-14-1998

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: 12-28-2001

A. Patent Application Number(s):

10,029,792

B. Patent Number(s):

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

Name: Alan W. Cannon

Street Address: BOZICEVIC, FIELD & FRANCIS, LLP  
200 Middlefield Road, Suite 200  
Menlo Park, CA 94025

Telephone: (650) 327-3400

Facsimile: (650) 327-3231

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 account

8. The Commissioner is authorized to charge any fees which may be required, or credit any overpayment to Deposit Account 50-0815. If additional fees are required, including extensions of time, please consider this a petition therefore.

01/10/2002 AHMED1 00000056 500815 10029792

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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.

Alan W. Cannon, Reg. No. 34,977

Name of Person Signing

Signature

Date

December 28, 2001

**ASSIGNMENT**

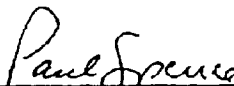
The undersigned, in connection with the formation of Kinetics Corp. (the "Company") and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby agree:

(i) to assign, transfer and convey to the Company all of the undersigned's right, title and interest in and to all intellectual property rights, developed or acquired on or prior to the date hereof, associated with or related to (A) the technology described in U.S. patent application Serial No. 08/936,184, filed September 17, 1997, and all resulting patents, including any divisions, substitutions, continuations, continuations-in-part, reissues, reexaminations, renewals or extensions thereof, and (B) all other trade secrets, know-how or other intellectual property related thereto and within the Field that have been conceived or reduced to practice by, or are otherwise owned or controlled by, the undersigned to enable the development for commercialization and the commercialization of Products (the "Technology") for use in the Field (the "Intellectual Property"); where "Field" means manipulation and presentation of the heart for surgical access using the Technology, and "Products" means any device, apparatus or other product incorporating all or any part of the Technology; and

(ii) to execute all necessary papers, and to cooperate fully with the Company to obtain, maintain or enforce for itself or its licensee or designee, patents, copyrights or other legal protection for such Intellectual Property.

The undersigned further represents and warrants that it is under no obligation to any person, entity or organization with respect to any rights in the Intellectual Property as above described that are, or reasonably could be construed to be, in conflict with this Assignment, and that the undersigned will enter into no agreement or arrangement that would create a conflict with this Assignment.

This Assignment may not be modified or terminated, in whole or in part. The undersigned has executed and delivered this Assignment effective this 14<sup>th</sup> day of December, 1998.

  
\_\_\_\_\_  
Paul Spence, M.D.

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\*\* TOTAL PAGE: 02 11