

02-13-2002



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To the Honorable Commissioner of Patents and Trademarks, 1000

Original documents or copy thereof.

1. Name of conveying party(ies):

Adrian C. Ravenscroft  
Paul R. Gianneschi

1-30-02

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: October 2, 2001

2. Name and address of receiving party(ies)

Name: Hatch Medical, L.L.C.

Internal Address: Suite 640-203

Street Address: 1905 Scenic Highway

City: Snellville State: GA Zip: 30078

Country: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Additional 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: \_\_\_\_\_

A. Patent Application No.(s)  
09/722,826

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Attorney Name: Daniel W. Sixbey, Esq.

Firm Name: Nixon Peabody LLP

Internal Address: Suite 800

Street Address: 8180 Greensboro Drive,

City: McLean State: VA Zip: 22102

7. Total number of applications and patents involved: 1

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

☒ Enclosed

☐ Authorized to be charged to deposit account

6. Submission Type

- ☒ New  
☐ Resubmission (Non-Recordation)  
Document ID# \_\_\_\_\_  
☐ Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_  
☐ Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

9. Deposit account number:

19-2380

(Attach duplicate copy of this page if paying by deposit account)

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10. 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.*

Daniel W. Sixbey

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 8

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to Commissioner for Patents, Washington, DC 20231, on 1/7/02

Name: Susan Y. Stiles

02/13/2002 TPIA21 00000041 09722826

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Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

PATENT  
REEL: 012558 FRAME: 0278

## ASSIGNMENT

WHEREAS I, Paul R. Gianneschi with Adrian C. Ravenscroft, have invented an invention entitled:

### INTRAVASCULAR SNARE AND METHOD OF FORMING THE SAME

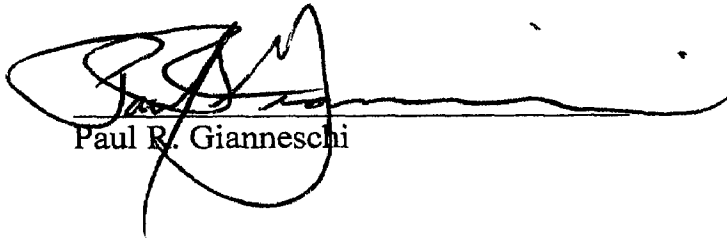
described in an application for Letters Patent of the United States, Serial No. 09/722,826 filed in the United States Patent and Trademark Office on November 28, 2000;

WHEREAS, Hatch Medical, L.L.C. (ASSIGNEE), a Georgia Limited Liability Company, desires to acquire an interest in said invention;

NOW THEREFORE, for One Dollar and an agreement by ASSIGNEE to hold me harmless for any liability to me based upon such inventions assigned hereby, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, I, Paul R. Gianneschi do hereby sell, assign, transfer and convey unto Hatch Medical, L.L.C., its successors, assigns, and legal representatives, my entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the inventions described in said application, together with my entire right, title and interest in and to said application and such Letters Patent in the United States and foreign countries as may issue thereon, including but not limited to continuations, divisionals, reissues, and reexaminations of said application of such Letters Patent; said inventions, applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by me had this assignment not been made and for the same consideration I hereby convey all of my rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. I hereby acknowledge that this assignment, being of my entire right, title and interest in and to said inventions, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent and the right to procure the grant of all Letters Patent to ASSIGNEE in its own name as assignee of my entire right, title and interest therein;

I hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense, including: the execution of applications for patents in foreign countries; the execution of substitution, reissue, divisional or continuation applications; and preliminary or other statements or the giving of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved; and

I hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

  
Paul R. Gianneschi

Date: 10/2/2001

STATE OF Georgia )  
COUNTY OF Gwinnett )ss.

On this 2 day of October, 2001, appeared Paul R. Gianneschi personally known to me, and by me personally known to be the person who executed the above instrument, who being duly sworn, acknowledged that he executed the above instrument as his free and voluntary act.

  
Notary

(SEAL)

My commission expires:

**ROBBIE L. WAGES**  
Notary Public, Gwinnett County, Georgia  
My Commission Expires June 28, 2005

## ASSIGNMENT

WHEREAS I, Adrian C. Ravenscroft with Paul R. Gianneschi, have invented an invention entitled:

### INTRAVASCULAR SNARE AND METHOD OF FORMING THE SAME

described in an application for Letters Patent of the United States, Serial No. 09/722,826 filed in the United States Patent and Trademark Office on November 28, 2000;

WHEREAS, Hatch Medical, L.L.C. (ASSIGNEE), a Georgia Limited Liability Company, desires to acquire an interest in said invention and has entered into a development agreement with me dated March 20, 2000 (the "Development Agreement"); and

WHEREAS, Hatch Medical, L.L.C. and I agree that insofar as this assignment conflicts with any provision of the Development Agreement, this assignment supersedes, amends and modifies such conflicting provision;

NOW, THEREFORE, to all whom it may concern, it can be known that for and in consideration of applicable provisions of the Development Agreement, provisions of this assignment, and fifty percent (50%) of the gross proceeds from the future sale, licensing, manufacture or distribution of the invention, know-how relating to the invention or patents (U.S. and foreign) received by Hatch Medical, L.L.C. or any assignee of Hatch Medical, L.L.C. less any costs incurred in connection with the licensing or sale (as provided in the Development Agreement), and an agreement hereby by Hatch Medical, L.L.C. to hold me harmless for any liability to me based upon such inventions assigned hereby, I do hereby assign and/or transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, my entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the inventions described in said application, together with my entire right, title and interest in and to said application and such Letters Patent in the United States and foreign countries as may issue thereon, including but not limited to continuations, divisionals, reissues, and reexaminations of said application of such Letters Patent; said inventions, applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters

Patent may be granted as fully and entirely as the same would have been held by me had this assignment not been made subject to the continued full and timely payment of the consideration enumerated above, and for the same consideration I hereby convey all of my rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. I hereby acknowledge that this assignment, being of my entire right, title and interest in and to said inventions, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent and the right to procure the grant of all Letters Patent to ASSIGNEE in its own name as assignee of my entire right, title and interest therein;

I hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense (unless otherwise provided in the Development Agreement), including: the execution of applications for patents in foreign countries; the execution of substitution, reissue, divisional or continuation applications; and preliminary or other statements or the giving of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved;

I hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives; and

This assignment is contingent upon compliance by ASSIGNEE with the remaining applicable provisions of the Development Agreement, and the continued full and timely payment of the consideration enumerated above, with a right for an examination of ASSIGNEE'S books and records relating to the invention or the Development Agreement with five (5) business days notice and during normal business hours by an auditor or accountant appointed and paid for by Ravenscroft, and in the event of a failure by ASSIGNEE, which is not cured within twenty (20) days after receipt by ASSIGNEE of written notice thereof, the right, the title and interest to the inventions assigned hereby revert to Adrian C. Ravenscroft and ASSIGNEE agrees to execute

any documents deemed necessary to transfer such right, title and interest back to Adrian C. Ravenscroft.

This Assignment may be signed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Assignment.

Adrian C. Ravenscroft  
Adrian C. Ravenscroft

Date: October 2, 2001

STATE OF Massachusetts )  
 )ss.  
COUNTY OF Plymouth )

On this 2 day of October, 2001, appeared Adrian C. Ravenscroft personally known to me, and by me personally known to be the person who executed the above instrument, who being duly sworn, acknowledged that he executed the above instrument as his free and voluntary act.

Lisa Jensen  
Notary

(SEAL)

A True Copy Attest  
LISA JENSEN  
NOTARY PUBLIC  
My commission expires Apr. 2, 2004

My commission expires: \_\_\_\_\_

Agreed to by:  
HATCH MEDICAL L.L.C.

\_\_\_\_\_  
Paul R. Gianneschi  
President & C.E.O.

Date: \_\_\_\_\_

any documents deemed necessary to transfer such right, title and interest back to Adrian C. Ravenscroft.

This Assignment may be signed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Assignment.

\_\_\_\_\_  
Adrian C. Ravenscroft

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_)

)ss.

COUNTY OF \_\_\_\_\_)

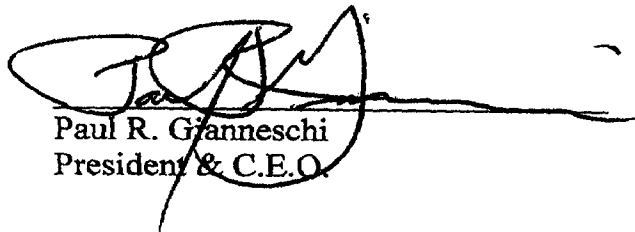
On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, appeared Adrian C. Ravenscroft personally known to me, and by me personally known to be the person who executed the above instrument, who being duly sworn, acknowledged that he executed the above instrument as his free and voluntary act.

\_\_\_\_\_  
Notary

(SEAL)

My commission expires: \_\_\_\_\_

Agreed to by:  
HATCH MEDICAL L.L.C.

  
\_\_\_\_\_  
Paul R. Gianneschi  
President & C.E.O.

Date: 10/2/2001

STATE OF Georgia  
COUNTY OF Gwinnet )ss.

On this 2 day of October, 2001, appeared Paul R. Gianneschi personally known to me, and by me personally known to be the person who executed the above instrument, who being duly sworn, acknowledged that he executed the above instrument as his free and voluntary act.

Bobbie L. Wages  
Notary

(SEAL)

My commission expires: \_\_\_\_\_

**BOBBIE L. WAGES**  
Notary Public, Gwinnet County, Georgia  
My Commission Expires June 28, 2005