

03-12-2002



102011119

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

1. Name of conveying party:

- 1) D. KRAG LLC
- 2)
- 3)
- 4)
- 5)
- 6)

~~2-6-02~~
2-26-02

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Dates:

- 1) JUNE 8, 2000
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____

2. Name and address of receiving party:

Name: CALAMARI MEDICAL, INC.Internal Address: SUITE 323Street Address: MELBOURNE TOWER, 1511 THIRD AVENUECity SEATTLE State WAZip: 98101Additional names & addresses attached? ☐ Yes ☒ No

4. Application number(s) or registration 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).

09/442,793

B. Patent No(s).

Additional numbers attached? ☐ Yes ☒ No

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

Name: PERKINS COIE LLPInternal Address: PATENT-SEAEdward S. HotchkissStreet Address: P.O. Box 1247City: SEATTLE State: WA ZIP: 98111-1247

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. Deposit account number: _____

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.*EDWARD S. HOTCHKISS

Name of Person Signing

Signature

Date

6 FEB 02Total number of pages including cover sheet, attachments, and document: 4

EXHIBIT A

ASSIGNMENT OF EXISTING INTELLECTUAL PROPERTY RIGHTS

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, and under the Restricted Stock Purchase Agreement dated June 8, 2000 ("Agreement"), between Calamari Medical, Inc. ("Company") and D. Krag LLC ("Assignor"), Assignor grants, sells, assigns and delivers to Company and its heirs, successors, and assigns all rights title and interest in and to the inventions as set forth in U.S. Patent Applications serial nos. (a) 09/078,982, (b) 09/096,807 and (c) 09/442,793, and in PCT Application Nos. (a) PCT/US99/10580 and (b) PCT/US99/10683, including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and any and all patents of the United States of America and all foreign countries that may be issued from such applications (the "Existing IP Rights"), including the right to file foreign applications directly in the name of Company and to claim priority rights deriving from the United States applications to which foreign applications are entitled by virtue of international convention, treaty or otherwise. The foregoing grant from Assignor to Company is subject to a temporary and non-exclusive license granted by Dr. David Krag to Creare, Inc. for practicing the technology of: (a) US Patent Application No. 09/078,982 and PCT Application No. PCT/US99/10683 as necessary to satisfy the requirements of an SBIR project entitled "Systems for Localizing Tumor Margins During Surgery" ("Margin SBIR Project") and only for the duration of the Margin SBIR Project in accordance with an agreement between Dr. David Krag and Creare, Inc. dated March 9, 1999; and (b) US Patent Application Nos. 09/442,793 and 09/096,807, and PCT Application No. PCT/US99/10580, as necessary to satisfy the requirements of an SBIR project entitle "Cryosurgical Tools for Treatment of Breast Lesions" ("Cryotherapy SBIR Project") and only for the duration of the Cryotherapy SBIR Project in accordance with an agreement between Dr. David Krag and Creare, Inc. date July 26, 1999.

Assignor also agrees to not execute any writing or do any act whatsoever conflicting with this assignment, and at any time upon request, without further or additional consideration but at the expense of Company, execute all instruments and documents and do such additional acts as Company may deem necessary or desirable to perfect Company's enjoyment of this grant, and render all necessary assistance required for the making and prosecution of applications for United States and foreign patents on the inventions, for litigation regarding the patents, or for the purpose of protecting title to the inventions or patents related to the Existing IP Rights provided that the Company promptly reimburses Assignor for all expenses incurred by Assignor including his own attorney fees.

Assignor represents and warrants that (1) the Existing IP Rights, exclusive of any inventive contributions by others in continuation-in-part applications filed after execution of this Assignment, are Assignor's sole, exclusive and original creation; (2) other than the temporary and non-exclusive license granted to Creare, Inc. identified above, Assignor has

not pledged, mortgaged, assigned, or otherwise granted any rights in the Existing IP Rights or any part of them or any interest in them to any other party; (3) no adverse ownership claim exists in or to the Existing IP Rights; and (4) the party executing this Assignment of Intellectual Property Rights has full authority to act on behalf of Assignor in connection with this Assignment. Assignor acknowledges that Company has full right and authority to secure patent rights, copyrights, trademarks, and all other intellectual property rights in the subject matter of the Existing IP Rights throughout the world and to have and to hold all such rights for their respective full terms. Assignor further acknowledges that it retains no right to use the subject matter of the Existing IP Rights in any way without Company's express written consent.

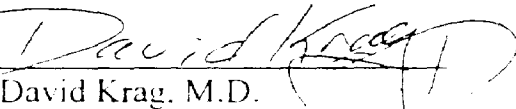
Nothing in this Agreement shall be construed as a representation made or warranty given by Assignor that the practice by the Company of the subject matter assigned hereunder, including inventions described therein, shall not infringe the intellectual property rights of any third party, except that Assignor represents and warrants that Dr. David Krag does not have any personal knowledge that the subject matter assigned hereunder, including inventions described therein, infringes the intellectual property rights of any third party.

The Company acknowledges that nothing in this Agreement is or shall be construed as a warranty or representation by Assignor as to (i) the patentability of subject matter in the Existing IP Rights and (ii) the validity, enforceability or scope of the patents maturing from patent applications in the Existing IP Rights. EXCEPT AS EXPRESSLY SET FORTH ABOVE, ASSIGNOR MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR ANY OTHER EXPRESS OR IMPLIED WARRANTIES.

The assignment of the Existing IP Rights is unconditional, except in the situation in which the Company is unable to complete the closing (or series of closings) of the first equity financing in which the Company sells shares of its equity securities for an aggregate consideration of at least \$1,000,000 on or before December 31, 2000. In this eventuality, the Existing IP Rights will be promptly assigned to you by the Company and your stock will be forfeited to the Company.

DATED as of June 8, 2000.

D. Krag LLC

By: 
David Krag, M.D.
Its Manager

STATE OF VERMONT

)

) ss.

COUNTY OF Chittenden

)

I certify that I know or have satisfactory evidence that David Krag is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

and D. Krag LLC

Dated this 9th day of June, 2000.

[Signature]

(Signature of Notary)

PAUL H. OR JR

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Vermont, residing at Burlington, Vermont.
My Appointment Expires: _____.