

04-17-2002

FORM PTO-1595  
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U.S. DEPARTMENT OF COMMERCE  
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Docket No. 266/017

102058249

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

1. Name of conveying party(ies): Integrated Vascular Systems, Inc. <b>4-5-02</b> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party: Name: <u>Core Medical, Inc.</u> Internal Address: _____
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____ Execution Date: <u>February 27, 2002</u>	City: <u>Sunnyvale</u> State: <u>CA</u> Zip: <u>94086-2918</u> Street Address: <u>743 Pastoria Avenue</u> City: <u>Sunnyvale</u> State: <u>CA</u> Zip: <u>94086-2918</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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): 09/931,676      B. Patent No(s): \_\_\_\_\_

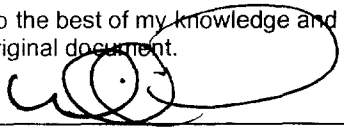
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>William A. English</u>  Internal Address: LYON & LYON LLP 633 West Fifth Street, Suite 4700 Los Angeles, CA 90071-2066	6. Total number of applications and patents involved: <u>one</u> 7. Total fee (37 CFR 3.41): \$ 40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Charge this Deposit Account if any additional fee is required 8. Deposit Account Number: <u>12-2475</u>
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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.



\_\_\_\_\_  
 William A. English, Reg No. 42,515

Date: March 25, 2002

Total number of pages including cover sheet: EIGHT

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# INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made by and between **Integrated Vascular Systems, Inc.** ("Assignor"), and **Core Medical, Inc.** ("Company") and is effective as of the 27<sup>th</sup> day of Feb., 2002.

WHEREAS, Assignor has developed that certain technology set forth in Exhibit A herein ("Assignor Technology"), including without limitation designs, schematics and documentation in connection with the same;

WHEREAS, Assignor wishes to transfer all of its rights, including Assignor's intellectual property rights based on the Assignor Technology (the "Assignor IP") to Company, and Company wishes to obtain these rights;

NOW THEREFORE, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns and transfers to Company all of its right, title and interest, and Company hereby accepts such assignment, in and to the (i) Assignor Technology and (ii) the Assignor IP. The parties acknowledge that Assignor shall have no further rights to the Assignor Technology or Assignor IP, including without limitation any licenses to the Assignor Technology or Assignor IP, and that any further modification, improvement or invention by the Company based on or in connection with the Assignor Technology will be solely owned by Company.
2. Consideration. In return for the Assignor Technology, Company shall transfer and assign to Assignor 1,934,000 shares of Company Stock valued at \$0.05 per share. This consideration for the foregoing assignment is also set forth in the parties' Purchase Agreement, which has been executed concurrently with this Assignment.
3. No Warranty; Release. No warranty, express or implied, including, but not limited to validity or non-infringement of third party intellectual property concerning the Assignor IP is given. Assignor agrees that it will not assert any claim against Company or its successors or assigns alleging that Company or its successors or assigns infringe any Assignor IP existing as of the date of this Assignment.
4. Further Assurances. On and after the date of this Assignment, Assignor will, without charge and upon reasonable request by Company, (i) deliver to Company records, data or other documents relating to the Assignor IP that are in Assignor's possession, (ii) execute and deliver assignments, licenses, consents, documents or further instruments of transfer, including without limitation the short form assignment in Exhibit B, and (iii) take other actions, render other assistance and execute other documents. Assignor will also assist Company in filing and prosecuting United States and foreign patent applications claiming the Intellectual Property detailed in Exhibit A.
5. Confidentiality. Upon execution of this Agreement, all confidential information of

Assignor relating to Assignor IP will be owned by Company ("Confidential Information"). Assignor will protect the Confidential Information from disclosure with at least the same degree of care as that which he accords to his own proprietary information, but in no event with less than reasonable care. Assignor may not disclose the Confidential Information to third parties. Any breach of these restrictions will cause irreparable harm to Company and will entitle Company to injunctive relief in addition to all applicable legal remedies. Confidential information does not include (i) information that is in the public domain prior to the date hereof or becomes public hereafter through no fault of Assignor; (ii) information provided to Assignor by a third party who is not in violation of a duty of confidentiality with respect to that information; or (iii) information approved for release by Company.

6. Miscellaneous. This Assignment will inure to the benefit of and bind Company and Assignor and their successors, assigns, heirs and legal representatives. This Assignment will be governed by the laws of the State of California without giving effect to that jurisdiction's choice of law principles. The parties agree that (i) the courts of the State of California and United States federal courts sitting in the State of California will have exclusive jurisdiction over any disputes arising under this Assignment and (ii) they will submit to the jurisdiction of such courts. This Assignment is the complete, entire, final and exclusive statement of the terms and conditions of the agreement between the parties. This Assignment supersedes, and the terms of this Assignment govern, any prior or collateral agreements or letters of intent between the parties with respect to the subject matter hereof. This Assignment may not be modified except in a writing executed by duly authorized representatives of the parties. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

"ASSIGNOR"

By: 

Print Name: STEPHEN SALMON

Title: VP OPERATIONS

"COMPANY"

By: 

Print Name: Yue Teh Jang

Title: president & CEO

**EXHIBIT A**

**Assignor Technology**

<b>Technology</b>	<b>Dkt #</b>	<b>Application Title</b>	<b>Serial # File Date</b>	<b>Status/Comments</b>
Plug	258/299	Devices For Sealing Openings Through Tissue and Apparatus and Methods For Delivering Them	09/738,431 12/14/00	Filed. Awaiting O/A.
Plug	258/2990WO	Devices For Sealing Openings Through Tissue and Apparatus and Methods For Delivering Them	12/11/01	Filed.
Plug	263/269	Apparatus and Methods for Sealing Vascular Punctures (Bleedback postioning)	09/866,548 5/25/01	Filed. Awaiting Office Action.
Plug	266/017	Apparatus and Methods for Sealing Vascular Punctures (Canoe Bleedback positioning)	N/A	Application filed.
Heart Failure	257/024	Methods and Systems for Pericardial Enhancement	09/661,987 9/14/00	Filed. Awaiting O/A.
Heart Failure	257/026	Methods and Systems for Pericardial Modifications	09/715,866 11/16/00	Filed. Awaiting O/A.
Heart Failure	N/A	Methods and Apparatus for Tissue Ablation to Prevent Heart Failure	N/A	Disclosure not yet provided.
Spine Repair	257/045	Apparatus for Treating Spinal Disks (Bladder)	09/827,427 4/6/01	Filed. Awaiting Office Action.
Spine Repair	256/133	Device and Method for Repair of Ruptured Disk (Sling)	N/A	Application to be drafted
Spine Repair	260/097	Apparatus and Methods for Closing Spinal Disk Punctures (Umbrella)	N/A	Application being drafted
Spine Repair	260/105	Apparatus and Methods for Treating Spinal Discs (Lining Methods)	09/828,039 4/6/01	Filed. Awaiting Office Action.
Spine Repair	260/101	Apparatus and Methods for Closing Spinal Disc Punctures (Clips/Plugs)	09/828,030 4/6/01	Filed. Awaiting Office Act on.

<b>Technology</b>	<b>Dkt #</b>	<b>Application Title</b>	<b>Serial # File Date</b>	<b>Status/Comments</b>
Spine Repair	260/102	Apparatus and Methods for Sealing Spinal Disc Punctures (RF)	09/827,423 4/6/01	Filed. Awaiting Office Action.
Spine Repair	260/107	Apparatus and Methods for Closing Spinal Disc Punctures (Accordion)	N/A	Application being drafted
Emphysema	260/104	Lung Reduction Apparatus and Methods for Use	8/3/01	Application filed. Awaiting assignment of serial number.
Emphysema	260/103	Lung Assist Apparatus and Methods for Use	N/A	Application to be drafted
PFO	265/151	Thread Apparatus for Closing Septal Defects and Methods of Use	N/A	Application to be drafted.
PFO	265/152	Clip and Apparatus and Methods of Using Them to Close Septal Defects	N/A	Application to be drafted.
Distal Protection	N/A	Distal Protection Device	N/A	Disclosure not yet provided.

## EXHIBIT B

### ASSIGNMENT OF PATENT

WHEREAS, **Integrated Vascular Systems, Inc.**, a Delaware corporation having its principal offices at 743 Pastoria Avenue, Sunnyvale, CA 94086-2918 (hereinafter "Assignor") and **Core Medical, Inc.**, a Delaware corporation with principal offices at 743 Pastoria Avenue, Sunnyvale, CA 94086-2918 (hereinafter "Assignee") are parties to that certain **Purchase Agreement**, effective as of 2/27, 2002.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer and agrees to sell, assign and transfer unto Assignee or its designees, all of Assignor's right, title and interest in and to the Patents listed in Exhibit A to the Assignment of even date herewith and any reissues and continuations thereof and in all counterparts of the foregoing patents and patent applications filed or issued in foreign countries, as to which Assignor agrees to furnish and to execute on a country-by-country basis specific Assignments as requested by Assignee or any such designee.

Assignor covenants that it is the sole owner and assignee and holder of record title to the above-identified United States Patents and Patent Applications and any patents that issue thereon (and foreign counterparts thereto) and that it has full power to make the present assignment.

Assignor further sells, assigns, transfers and conveys unto Assignee the entire right, title and interest in and to any and all causes of action and rights or recovery for past infringement of the Patent herein assigned.

Assignor warrants unto the Assignee and further agrees that Assignor will, without demanding any further consideration therefor, at the request and at the expense of the Assignee, do all lawful and just acts including the execution and acknowledgment of instruments, that may be or become necessary for sustaining, obtaining continuations thereof, or reissuing said United States Patent and foreign counterparts and for maintaining and perfecting the Assignee's right to said Patent, particularly in cases of interference and litigation.

Assignor also hereby authorizes the Commissioner of Patents to issue any and all Patents that may be granted upon any of the patent applications herein referenced to Assignee, as the assignee to the entire interest therein.

IN WITNESS WHEREOF, this Assignment of Patent is executed at Santa Clara, California, this 27<sup>th</sup> day of Feb., 2002.

INTEGRATED VASCULAR SYSTEMS, INC.

By: [Signature]  
Name: STEPHEN SALMON  
Title: VP OPERATIONS

**ATTEST:**

By: Lulia Rangwala  
Title: Notary Public

State of California )  
County of Santa Clara ) ss.

On this 27<sup>th</sup> day of February, 2002, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Stephen Salmon, who is ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on such instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.

Lulia Rangwala  
Signature

My commission expires: Sep 17<sup>th</sup>, 2004

