

10-09-2002



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Conveyance Type☒ Assignment☐ Security Agreement☐ License☐ Change of Name☐ Merger☐ Other**U.S. Government**

(For Use ONLY by U.S. Government Agencies)

☐ Departmental File☐ Secret File**Conveying Party(ies)**☐ Mark if additional names of conveying parties attachedExecution Date
Month Day Year

Name (line 1) SMA MEDICAL, INC.

07 16 02

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party☐ Mark if additional names of receiving parties attached

Name (line 1) FIELD POINT PARTNERS SBIC, L.P.

Name (line 2)

Address (line 1) 80 Field Point Road

Address (line 2)

Address (line 3) GREENWICH

CT

06830-6416

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

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Address (line 3)

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 013352 FRAME: 0104

Correspondent Name and Address

Area Code and Telephone Number (203) 399-1320

Name HILARY B. MILLER, ESQ.

Address (line 1) 112 PARSONAGE ROAD

Address (line 2) GREENWICH, CT 06830-3942

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

37

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

5466242		

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment:
Deposit Account

Enclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

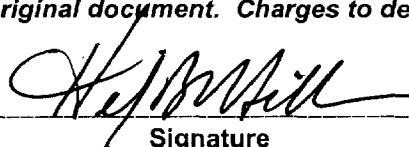
Yes ☐ No ☐

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. Charges to deposit account are authorized, as indicated herein.

HILARY B. MILLER, ESQ.

Name of Person Signing



Signature

7/17/02

Date

ASSIGNMENT OF PATENTS

WHEREAS, **SMA MEDICAL, INC.**, 4000 Barranca Parkway, Suite 250, Irvine, California 92604 ("Assignor"), is the owner of the following issued patents (the "Patents"):

<u>U.S. Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
(a) 5,466,242	November 14, 1995	Shape Memory Alloy Stent for Biliary, Urinary, or Vascular System
<u>Japanese Patent Nos.</u>	<u>Issue Date</u>	<u>Title</u>
(b) 9,784	1994	Shape Memory Alloy Stent for Biliary, Urinary, or Vascular System
(c) 21,178	1992	Shape Memory Alloy Stent for Biliary, Urinary, or Vascular System

and

WHEREAS, pursuant to the terms and conditions of a certain Security Agreement dated October 30, 2000 between Assignor, as Borrower, and **FIELD POINT PARTNERS SBIC, L.P.**, 80 Field Point Road, Greenwich, Connecticut 06830-6416 ("Assignee"), as Lender (the "Security Agreement"), Assignor (a) granted to Assignee a perfected security interest in the Patents; and (b) appointed Assignee as Assignor's attorney-in-fact for the purpose of assigning the intellectual property collateral thereunder following a default by Assignor; a true copy of the Security Agreement is annexed hereto as Exhibit "A"; and

WHEREAS, Assignor is in default under the Security Agreement; and

WHEREAS, on June 20, 2002, Assignee gave notice of its proposal, pursuant to Section 9-620 *et seq.* of the New York Uniform Commercial Code, to retain the collateral under the Security Agreement in full satisfaction of the obligations secured thereby; a true copy of Assignee's notice and proof of delivery thereof are annexed hereto as Exhibit "B"; and

WHEREAS, Assignor has not objected within the twenty-day statutory notice period as provided in the Uniform Commercial Code to Assignee's proposal to retain the collateral in satisfaction of the obligations and is therefore deemed to have accepted such proposal;

NOW, therefore, Assignor, acting through Assignee as its due and lawful attorney-in-fact, does by these presents sell, assign and transfer unto said Assignee, its successors and assigns, its entire right, title and interest in and to the said Patents aforesaid; the same to be held and enjoyed by the said Assignee for its own use and behoof forever, together with all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of this assignment, or may accrue hereafter,

including but not limited to the right to sue for, collect and retain damages for past infringements of the said Patents.

Executed this 16th day of July, 2002 at Greenwich, Connecticut.

SMA MEDICAL, INC.

By: Field Point Partners SBIC, L.P.

Its Attorney-in-Fact

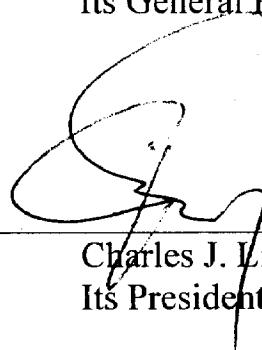
By: Field Point General Partner, L.P.

Its General Partner

By: Field Point Corporation

Its General Partner

By: _____



Charles J. Lindsay
Its President

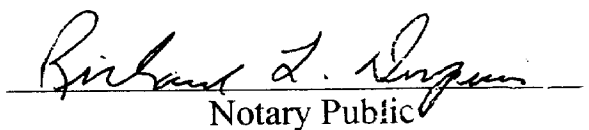
STATE OF CONNECTICUT}

} s.s.: Greenwich

July 15, 2002

COUNTY OF FAIRFIELD }

Before me personally appeared said CHARLES J. LINDSAY and acknowledged the foregoing instrument to be his free act and deed this 16th day of July, 2002.


Notary Public

my commission expires 3-31-07

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