

U.S. DEPARTMENT OF COMMERCE

RECORDATION FORM COVER SHEET
PATENTS ONLY

Patent and Trademark Office
Docket No. 506512001600

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

<p>1. Name of conveying party(ies): Karrie L. STURTZ, David J. DANITZ, June CARNEGIE and Thomas L. BAUGHMAN</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Novarc Surgical Systems, Inc. Internal Address: Street Address: 10231 Bubb Road City: Cupertino, State: California ZIP: 95014</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: March 25, 2003</p>	

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)
10/349,871 (filed January 22, 2003)

B. Patent No.(s)

Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Cameron A. King Morrison & Foerster LLP 425 Market Street San Francisco, California 94105-2482</p>	<p>6. Total number of applications and patents involved: 1</p> <p>7. Total fee (37 C.F.R. § 3.41): \$40.00</p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account, referencing Attorney Docket 506512001600</p> <p>8. Deposit account number: <u>03-1952</u></p>
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The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

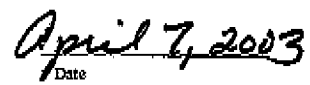
DO NOT USE THIS SPACE

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.

Name: Cameron A. King
Registration No: 41,897

 Signature

 Date

Total number of pages comprising cover sheet, attachments and document: 4

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

**ASSIGNMENT
JOINT**

THIS ASSIGNMENT, by Karrie L. STURTZ, David J. DANITZ, June CARNEGIE and Thomas L. BAUGHMAN (hereinafter referred to as the assignors), residing at 402 Union Avenue #C, Campbell, California 95008; 10345B El Prado Way, Cupertino, California 95014; 1151 Pomegranate Court, Sunnyvale, California 94087 and 215 Channing Road, Burlingame, California 94010, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in SURGICAL CLAMP INSERTS WITH MICRO-TRACTIVE SURFACES, set forth in an application for Letters Patent of the United States, having an oath or declaration executed on even date herewith; bearing Serial No. 10/349,871 and filed on January 22, 2003; and

WHEREAS, Novare Surgical Systems, Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 10231 Bubb Road, Cupertino, California 95014 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

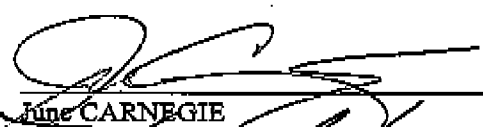
3/25/03
Date

Karrie L. Sturtz
Karrie L. STURTZ

3/25/03
Date

David J. Danitz
David J. DANITZ

3/25/03
Date


June CARNEGIE

3/25/03
Date


Thomas L. BAUGHMAN

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of SANTA CLARA } ss.

On MARCH 25, 2003 before me, DONNA GOYETTE
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared KARIE L. STURTZ, DAVID J. DANZ, JUNE CARNEGIE AND THOMAS L. BOULHMAN
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/they executed the same in ~~his~~/their authorized capacity(ies), and that by ~~his~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Donna Goyette
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: ASSIGNMENT JOINT

Document Date: MARCH 25, 2003 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

