Form **PTO-1595**

(Rev. 03/01) (modified)

RE

HEET

U.S. DEPARTMENT OF COMMERCE U.S. Patent And Trademark Office

OMB No. 0651-0027 (exp 5/31/2002) 102346991 To the Honorable Commissioner 1 ... anal documents or copy thereof: 2. Name and address of receiving party(ies): 1. Name of conveying party(ies): Name: Origin Medsystems, Inc. Albert K. Chin 1525 O'Brien Drive Internal Address: Additional name(s) of conveying party(ies) attached No Yes Street Address: 3. Nature of Conveyance: Assignment | Merger Menlo Park Change of Name City: Security Agreement CA Zip: 94025 State: Other: Additional name(s) & address(es) attached? No. January 8, 2003 Execution Date: 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: January 8, 2003 B. Patent No.(s): A. Patent Application No.(s): Additional numbers attached? Yes 6. Total number of applications and patents involved: 1 5. Name and address of party to whom correspondence concerning document should be mailed: 7. Total fee (37 CFR 3.41): \$40.00 Albert C. Smith, Esq. Name: Check Enclosed Fenwick & West LLP Internal Address: Fee Transmittal Enclosed Silicon Valley Center Street Address: 801 California Street Charge the indicated fees to the below mentioned 94041 Mountain State: CA Zip Code: City: deposit account. View Deposit Account No.: 19-2555 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. Albert C. Smith, Reg. No. 20,355 Name of Person Signing Total number of pages including cover sheet, attachments, documents: 3

Mail documents to be recorded with required coverasheet information to: Box Assignment, Commissioner For Patents and Trademarks, Washington, D.C. 20231

23488-07252 Case Docket No.: 00000016 10346663 01/22/2003 ANABI1

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PATENT REEL: 013679 FRAME: 0621

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to Origin Medsystems, Inc. a Delaware corporation, having a place of business at 1525 O'Brien Drive, Menlo Park, CA 94025 ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1		The	entire	worldwide	e right,	title,	and	interest	in	all	inver	ntions	and
improve	ments	: ("SU	JBJECT	MATTE	R") that	are di	sclos	ed in the	pro	visi	onal a	applica	ation
filed un	der 3	5 U.S	S.C. §1	11(b) or 1	non-pro	visiona	ıl apj	plication	file	d u	nder	35 U.	S.C.
§111(a)	and e	ntitled	d Endo	scopic Sub	xiphoi	d Surg	ical	Procedui	res ("Al	PPLIC	ATIO	N"),
which:										•			

\times	is to be filed herewith		
	was filed on,		
	now bearing U.S. application number	; and	d

2. The entire worldwide right, title, and interest in and to:

(a) the APPLICATION; (b) all applications claiming priority from the APPLICATION; (c) all utility, divisional, continuation, substitute, renewal, reissue, and other applications related thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), and (c) above; and (e) all right of priority in the APPLICATION, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

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PATENT

Re: Title: Filed: (if applicable) Application No.: (if applicable)	Endoscopic Subxiphoid Surgi	cal Procedures
Name and Signature	Date of Signature	Date Declaration Executed By This Person 2003 8 2002
Albert K. Chin	Al	k ak
State ofCounty of	}\$S.S.	
appeared Albert K. Chin personally person whose name is subscribed to	the within instrument and acknowled his signature on the instrument the per	personally [OTARY PUBLIC] basis of satisfactory evidence to be the ged to me that he executed the same in rson, or the entity upon behalf of which
Notary Seal		Notary

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Case Docket # 23488-07252

RECORDED: 01/17/2003

Title of Document: ASSIGNMENT

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