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

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

1. Name of conveying party(ies): Ary S. Chernomorsky James W. Vetter Simon Chernomorsky Additional name(s) of conveying party(ies) attached? No

3.31.04

2. Name and address of receiving party(ies) Name: RUBICOR MEDICAL, INC. Internal Address: Street Address: 849 Veterans Blvd. City: Redwood City State: CA Zip: 94063 Additional name(s) & address(es) attached? No

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: 3/26/04

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) 10/688,289 B. Patent No.(s) Additional numbers attached? No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: YOUNG LAW FIRM, P.C. Internal Address: Street Address: 4370 Alpine Road, Suite 106 City: Portola Valley State: CA Zip: 94028

6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41).....\$ 40.00 [X] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number:

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9. Signature: Alan W. Young, Reg. No. 37,970 Name of Person Signing Signature Date March 29, 2004 Total number of pages including cover sheet, attachments, and documents: 3

04/01/2004 DBTRM 00000018 10688289 01 FC:8021 40.00 DP

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

PATENT REEL: 015157 FRAME: 0640

ASSIGNMENT

Ary S. Chernomorsky, residing at 900 Placer Rider Road, Walnut Creek, CA 94596, James W. Vetter, residing at 117 Solana Road, Portola Valley, CA 94028, and Simon Chernomorsky, residing at 28 Wallingford Road, Apt. 2802, Brighton, MA 02135 (hereinafter "ASSIGNOR"), do hereby sell, assign and transfer to RUBICOR MEDICAL, INC. (hereinafter "ASSIGNEE") the entire right, title and interest, together with all rights of priority, in and to my invention for

POST-BIOPSY CAVITY TREATMENT IMPLANTS AND METHODS

as described and claimed in an Application for United States Patent filed on October 16, 2003, as Application Serial No. 10/688,289, and as described and/or claimed in any and all applications for Letters Patent based thereon including divisions, continuations and reissues thereof as well as all foreign counterparts thereof together with all Letters Patent issuing on any of the aforesaid applications for Letters Patent, the same to be held and enjoyed by ASSIGNEE, its successors, assigns or other legal representatives, to the full ends of the terms of all said Letters Patent therefor which may be granted.

AND I HEREBY AUTHORIZE AND EMPOWER ASSIGNEE, its successors, assigns and legal representatives or nominees, to make applications for patent or other form of protection for my invention referenced above, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from me, and to receive Letters Patent for said invention in any foreign countries in its own name, or in my name, at its election.

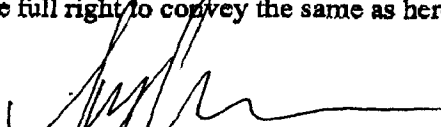
AND I HEREBY COVENANT AND AGREE that I will execute or procure any further necessary assurance of title to said invention and any Letters Patent which may issue therefor and that I will, at any time, upon the request and at the expense of ASSIGNEE deliver any testimony in any legal proceedings and execute all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patent which may be granted therefor in ASSIGNEE, its successors, assigns, or other legal representatives, and that I will, at any time, upon the request and at the expense of ASSIGNEE execute any continuations, divisions, reissues, or any other additional

applications for Letters Patent for said invention or any part or parts thereof, all of which applications and any Letters Patent issuing thereon are hereby assigned to ASSIGNEE, and will make all rightful oaths, and do all lawful acts required to procure the same therein, without further compensation, but at the expense of ASSIGNEE, its successors, assigns or other legal representatives.


AND I HEREBY AUTHORIZE AND REQUEST the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States for said invention, resulting from any of the aforesaid applications to said sole assignee.

AND I HEREBY CONSENT that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said assignee or nominee to claim the aforesaid benefit of the right priority provided by the International Convention for the Protection of Industrial Property as, or by any convention which may henceforth be substituted for it.


AND I COVENANT with said assignee, its successors, assigns and legal representatives that the rights and property herein conveyed are free and clear of any encumbrance and that I have full right to convey the same as herein expressed.


Ary S. Chernomorsky

3/26/04
Date


James W. Vetter

3/26/04
Date


Simon Chernomorsky

3/26/04
Date