



04-12-2004

Form PTO-159 (Rev. 10/02) OMB No. 0651-0027 (Rev. 03/2005) Tab settings



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

102718593

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

1. Name of conveying party(ies): Daniel R. Burnett 4.6.04 Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: TheraNova, LLC Internal Address: Street Address: 215 Valdez Ave. City: San Francisco State: CA Zip: 94127 Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: 24 Feb 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) 10/700,863 B. Patent No.(s) Additional numbers attached? [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: David A. Levine Internal Address: Street Address: P.O. Box 61180 City: Palo Alto State: CA Zip: 94306-1180

6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41).....\$ 40 [x] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. 40.00 OP David A. Levine Name of Person Signing Signature Date 1 April 2004

Total number of pages including cover sheet, attachments, and documents: 3

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

ASSIGNMENT

THIS ASSIGNMENT, by Daniel R. Burnett (hereinafter referred to as the assignor), residing at 215 Valdez Ave., San Francisco, CA 94127, witnesseth:

WHEREAS, said assignor has invented certain new and useful improvements set forth in a United States of America non-provisional patent application entitled AN IMPLANTABLE FLUID MANAGEMENT SYSTEM FOR THE REMOVAL OF EXCESS FLUID (hereinafter referred to as the application) and filed 3 November 2003 and assigned a U.S. Patent Application Number 10/700,863; and

WHEREAS, TheraNova, LLC (hereinafter referred to as the assignee), a California limited liability company with headquarters at 215 Valdez Ave., San Francisco, CA 94127 is desirous of acquiring the entire right, title and interest in and to said inventions and the application and in and to any patents, letters patent or patent applications, United States of America or foreign, to be obtained therefore or thereon;

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the assignee, the assignee's successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, the application and any and all patent applications, letters patent or patents in the United States of America and all foreign countries which may be granted therefore and thereon, and in and to any and all divisions, continuations and continuations-in-part of the application or of the letters patent or patents, or reissues or extensions of the 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 the assignee, for the assignee's own use and the use of the assignee's 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 assignor, had this assignment not been made.

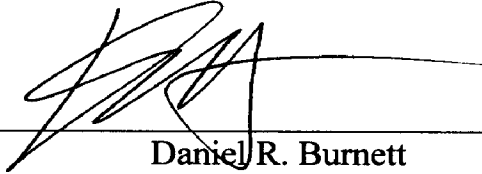
AND for the above consideration, the assignor hereby covenants and agrees to and with assignee, assignee's successors, legal representatives and assigns, that the assignor is the sole and lawful owners of the entire right, title and interest in and to the inventions and the application, and that the same are unencumbered and that the assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the above consideration, the assignor hereby covenants and agrees to and with the assignee, the assignee's successors, legal representatives and assigns, that the assignor will, whenever counsel of the assignee, or the counsel of the assignee's successors, legal representatives and assigns, shall advise that any proceeding is lawful and desirable in connection with the inventions, or the application, or any proceeding in connection with the letters patent or patents for the 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 patents 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 the applications, patents or letters patent for said inventions, without charge to the assignee, the assignee's successors, legal representatives and assigns, but at the cost and expense of the assignee, the assignee's successors, legal representatives and assigns.

AND the assignor hereby requests the Commissioner of Patents to issue the United States of America patents to the assignee as the assignee of the inventions and the patents to be issued thereon for the sole use of the assignee, the assignee's successors, legal representatives and assigns.

2/24/04
Date



Daniel R. Burnett

ASSIGNMENT

THIS ASSIGNMENT, by Daniel R. Burnett (hereinafter referred to as the assignor), residing at 215 Valdez Ave., San Francisco, CA 94127, witnesseth:

WHEREAS, said assignor has invented certain new and useful improvements set forth in a United States of America non-provisional patent application entitled AN IMPLANTABLE FLUID MANAGEMENT SYSTEM FOR THE REMOVAL OF EXCESS FLUID (hereinafter referred to as the application) and filed 3 November 2003 and assigned a U.S. Patent Application Number 10/700,863; and

WHEREAS, TheraNova, LLC (hereinafter referred to as the assignee), a California limited liability company with headquarters at 215 Valdez Ave., San Francisco, CA 94127 is desirous of acquiring the entire right, title and interest in and to said inventions and the application and in and to any patents, letters patent or patent applications, United States of America or foreign, to be obtained therefore or thereon;

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the assignee, the assignee's successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, the application and any and all patent applications, letters patent or patents in the United States of America and all foreign countries which may be granted therefore and thereon, and in and to any and all divisions, continuations and continuations-in-part of the application or of the letters patent or patents, or reissues or extensions of the 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 the assignee, for the assignee's own use and the use of the assignee's 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 assignor, had this assignment not been made.

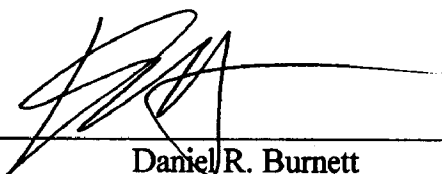
AND for the above consideration, the assignor hereby covenants and agrees to and with assignee, assignee's successors, legal representatives and assigns, that the assignor is the sole and lawful owners of the entire right, title and interest in and to the inventions and the application, and that the same are unencumbered and that the assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the above consideration, the assignor hereby covenants and agrees to and with the assignee, the assignee's successors, legal representatives and assigns, that the assignor will, whenever counsel of the assignee, or the counsel of the assignee's successors, legal representatives and assigns, shall advise that any proceeding is lawful and desirable in connection with the inventions, or the application, or any proceeding in connection with the letters patent or patents for the 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 patents 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 the applications, patents or letters patent for said inventions, without charge to the assignee, the assignee's successors, legal representatives and assigns, but at the cost and expense of the assignee, the assignee's successors, legal representatives and assigns.

AND the assignor hereby requests the Commissioner of Patents to issue the United States of America patents to the assignee as the assignee of the inventions and the patents to be issued thereon for the sole use of the assignee, the assignee's successors, legal representatives and assigns.

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Date



Daniel R. Burnett