

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
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**CONVEYING PARTY DATA**

Name	Execution Date
Ensure Medical, Inc.	09/03/2004

**RECEIVING PARTY DATA**

<b>Name:</b>	Gateway Medical, Inc.
<b>Street Address:</b>	743 Pastoria Avenue
<b>City:</b>	Sunnyvale
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94086-2918

**PROPERTY NUMBERS Total: 28**

Property Type	Number
Patent Number:	6743259
Patent Number:	6645205
Patent Number:	6663655
Patent Number:	6702835
Patent Number:	6776784
Patent Number:	6736815
Patent Number:	6623509
Application Number:	10142735
Application Number:	10143514
Application Number:	10142736
Application Number:	10687848
Application Number:	10423133
Application Number:	10682458
Application Number:	10692083
Application Number:	10734670

**CH \$1120.00 6743259**

Application Number:	10734929
Application Number:	10750800
Application Number:	10751051
Application Number:	10773581
Application Number:	10773508
Application Number:	10856493
Patent Number:	6463332
Patent Number:	6585635
Application Number:	09738431
Patent Number:	5349958
Patent Number:	5226419
Patent Number:	4999929
Patent Number:	4984530

**CORRESPONDENCE DATA**

Fax Number: (949)567-6710  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: ipprosecution@orrick.com  
 Correspondent Name: James W. Geriak  
 Address Line 1: 4 Park Plaza, Suite 1600  
 Address Line 4: Irvine, CALIFORNIA 92614

<b>NAME OF SUBMITTER:</b>	James W. Geriak
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Total Attachments: 8  
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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made by and between **Ensure Medical, Inc.** ("Assignor"), and **Gateway Medical, Inc.** ("Company") and is effective as of the 3<sup>rd</sup> day of September, 2004.

WHEREAS, Assignor has developed that certain technology set forth in Exhibit A herein ("Assignor Technology"), including without limitation designs, schematics and documentation in connection with the same;

WHEREAS, Assignor wishes to transfer all of its rights, including Assignor's intellectual property rights based on the Assignor Technology and all trademarks, trade names, logos and domain names used in connection with the Assignor Technology, if any, including without limitation all registrations, applications, and renewals therefor and the associated goodwill (the "Assignor IP") to Company, and Company wishes to obtain these rights;

NOW THEREFORE, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns and transfers to Company all of its right, title and interest, and Company hereby accepts such assignment, in and to the (i) Assignor Technology and (ii) the Assignor IP. The parties acknowledge that Assignor shall have no further rights to the Assignor Technology or Assignor IP, including without limitation any licenses to the Assignor Technology or Assignor IP, and that any further modification, improvement or invention by the Company based on or in connection with the Assignor Technology will be solely owned by Company.
2. Consideration. In return for the Assignor Technology and the Assignor IP, Company shall transfer and assign to Assignor 1,600,000 shares of Company Stock valued at \$0.01 per share. This consideration for the foregoing assignment is also set forth in the parties' Purchase Agreement, which has been executed concurrently with this Assignment.
3. No Warranty; Release. No warranty, express or implied, including, but not limited to validity or non-infringement of third party intellectual property concerning the Assignor IP is given. Assignor agrees that it will not assert any claim against Company or its successors or assigns alleging that Company or its successors or assigns infringe any Assignor IP existing as of the date of this Assignment.
4. Further Assurances. On and after the date of this Assignment, Assignor will, without charge and upon reasonable request by Company, (i) deliver to Company records, data or other documents relating to the Assignor IP that are in Assignor's possession, (ii) execute and deliver assignments, licenses, consents, documents or further instruments of transfer, including without limitation the short form assignment in Exhibit B, and (iii) take other actions, render other assistance and execute other documents. Assignor will also assist Company in filing and prosecuting United States and foreign patent applications claiming the Intellectual Property detailed in Exhibit A.

5. Confidentiality. Upon execution of this Agreement, all confidential information of Assignor relating to Assignor IP will be owned by Company ("Confidential Information"). Assignor will protect the Confidential Information from disclosure with at least the same degree of care as that which he accords to his own proprietary information, but in no event with less than reasonable care. Assignor may not disclose the Confidential Information to third parties. Any breach of these restrictions will cause irreparable harm to Company and will entitle Company to injunctive relief in addition to all applicable legal remedies. Confidential information does not include (i) information that is in the public domain prior to the date hereof or becomes public hereafter through no fault of Assignor; (ii) information provided to Assignor by a third party who is not in violation of a duty of confidentiality with respect to that information; or (iii) information approved for release by Company.

6. Miscellaneous. This Assignment will inure to the benefit of and bind Company and Assignor and their successors, assigns, heirs and legal representatives. This Assignment will be governed by the laws of the State of California without giving effect to that jurisdiction's choice of law principles. The parties agree that (i) the courts of the State of California and United States federal courts sitting in the State of California will have exclusive jurisdiction over any disputes arising under this Assignment and (ii) they will submit to the jurisdiction of such courts. This Assignment is the complete, entire, final and exclusive statement of the terms and conditions of the agreement between the parties. This Assignment supersedes, and the terms of this Assignment govern, any prior or collateral agreements or letters of intent between the parties with respect to the subject matter hereof. This Assignment may not be modified except in a writing executed by duly authorized representatives of the parties. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

"ASSIGNOR"

"COMPANY"

By: [Signature]

By: [Signature]

Print Name: Yue-Tah Tang

Print Name: Yue-Tah Tang

Title: president & CEO

Title: President & CEO

EXHIBIT A

ASSIGNOR TECHNOLOGY

704117.05 US 257/024	Heart Failure	Methods and Systems for Pericardial Enhancement	Aldrich	6,463,332 09/661,987	9/14/00	Issued 10/9/2002. (not filed foreign)
704117.06 US 257/026	Heart Failure	Methods and Systems for Pericardial Modifications	Aldrich	6,585,635 09/715,866	11/16/00	Issued 7/1/2003 (not filed foreign)
704117.02 US 256/133	Spine	Device and Method for Repair of Ruptured Disk (Sling)	Ginn	09/947,785	9/6/01	Publication No. 2003-0045937 Notice of allowance received, issue fee due 5/19/2004..
704117.02 PCT 256/133	Spine	Device and Method for Repair of Ruptured Disk (Sling)	Ginn	US02/28097	9/6/02	Filed.
704117.4005 US	Spine	Methods for Treating Spinal Discs (Lining Methods) CON of .15	Aldrich et al.	10/692,083	10/22/03	Filed to pursue non elected method claims. Awaiting OA
704117.18 US 265/151	PFO	Thread Apparatus for Closing Septal Defects and Methods of Use	Ginn, et al.	6,702,835 09/948,453	9/7/01	Issued 3/9/2004 Publication No. 2003-0050665
704117.4006 US	PFO	Needle Apparatus for Closing Septal Defects and Methods for Using Such Apparatus CON of .18	Ginn et al.	10/734,670	12/11/03	Filed to pursue non elected claims.
704117.18 PCT 265/151	PFO	Thread Apparatus for Closing Septal Defects and Methods of Use	Ginn, et al.	US02/28252	9/6/02	Filed. Awaiting Action.

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704117.19 US 265/152	PFO	Clip and Apparatus and Methods of Using Them to Close Septal Defects	Ginn, et al.	09/948,502	9/6/01	Publication No. 2003-0045893 Office action received 1/2003. Response filed. Awaiting further action.
704117.19 PCT 265/152	PFO	Clip and Apparatus and Methods of Using Them to Close Septal Defects	Ginn, et al.	US02/28098	9/6/02	Filed. Awaiting Office Action.
704117.13 US 260/103	Emphysema	Lung Assist Apparatus and Methods for Use	Ginn	09/922,344	8/3/01	Publication No. 2003-0024527 Filed. Awaiting Office Action.
704117.4008 US	Emphysema	Lung Assist Apparatus and Methods for Use DIV of .13	Ginn	10/750,800	1/2/04	Filed to pursue non elected claims.
704117.4009 US	Emphysema	Lung Assist Apparatus and Methods for Use CON of .13	Ginn	10/750,800	1/2/04	Filed to expend disclosure.
704117.14 US 260/104	Emphysema	Lung Reduction Apparatus and Methods for Use	Ginn	6,624,205 09/931,681	11/11/03	Issued 8/14/01. Publication No. 2003-0036755
704117.4004 US	Emphysema	Lung Reduction Apparatus and Methods for Use	Ginn	10/682,458	10/08/03	Filed. Awaiting OA.

US 257/024	Heart Failure	Methods and Systems for Pericardial Enhancement	Aldrich	09/661,987	9/14/00	Issued. USP No. 6,463,332 (not filed foreign)
US 257/026	Heart Failure	Methods and Systems for Pericardial Modifications	Aldrich	09/715,866	11/16/00	Issued. USP No. 6,463,332 (not filed foreign)
US 256/133	Spine	Device and Method for Repair of Ruptured Disk (Sling)	Ginn	09/947,785	9/6/01	Publication No. 2003-0045937 Filed. Awaiting OA.
PCT 256/133	Spine	Device and Method for Repair of Ruptured Disk (Sling)	Ginn	US02/28097	9/6/02	Filed.
US 257/045	Spine	Apparatus for Treating Spinal Disks (Bladder)	Belef Salmon Aldrich Ginn Jabba	09/827,427	4/6/01	Publication No. 2002-0147496 Office action received 1/2003. OHS to prepare response. Consider dropping rejected claims in view of prior art and pursuing non-elected claims.
PCT 257/045	Spine	Apparatus for Treating Spinal Disks (Bladder)	Belef Salmon Aldrich Ginn Jabba	US02/10674	4/4/02	Filed. Awaiting Office Action.
US 260/101	Spine	Apparatus and Methods for Closing Spinal Disc Punctures (Clips/Plugs)	Aldrich et al.	09/828,030	4/6/01	Publication No. 2002-0147461 Filed. Awaiting Office Action.
PCT 260/101	Spine	Apparatus and Methods for Closing Spinal Disc Punctures	Aldrich et al.	US02/10352	4/2/02	Filed. Awaiting Office Action.
US 260/102	Spine	Apparatus and Methods for Sealing Spinal Disc Punctures (RF)	Aldrich	09/827,423	4/6/01	Publication No. 2002-0147479 Filed. Awaiting Office Action.
US 260/105	Spine	Apparatus and Methods for Treating Spinal Discs (Lining Methods)	Aldrich et al.	09/828,039	4/6/01	Publication No. 2002-0147497 Office action received 1/2003. OHS to prepare response. Consider dropping rejected claims in view of prior art and pursuing non-elected claims.

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US 265/151	PFO	Thread Apparatus for Closing Septal Defects and Methods of Use	Ginn, et al.	09/948,453	9/7/01	Publication No. 2003-0050665 Filed. Responded to restriction requirement 5/19/2003.
PCT 265/151	PFO	Thread Apparatus for Closing Septal Defects and Methods of Use	Ginn, et al.	US02/28252	9/6/02	Filed. Awaiting Office Action.
US 265/152	PFO	Clip and Apparatus and Methods of Using Them to Close Septal Defects	Ginn, et al.	09/948,502	9/6/01	Publication No. 2003-0045893 Office action received 1/2003. Response filed.
PCT 265/152	PFO	Clip and Apparatus and Methods of Using Them to Close Septal Defects	Ginn, et al.	US02/28098	9/6/02	Filed. Awaiting Office Action.
US 260/103	Emphysema	Lung Assist Apparatus and Methods for Use	Ginn	09/922,344	8/3/01	Publication No. 2003-0024527 Filed. Awaiting Office Action.
US 260/104	Emphysema	Lung Reduction Apparatus and Methods for Use	Ginn	09/931,681	8/14/01	Publication No. 2003-0036755 Allowed. Issue fee due 9/16/2003.
US 260/103	Emphysema	Lung Assist Apparatus and Methods for Use	Ginn	09/922,344	8/3/01	Publication No. 2003-0024527 Filed. Awaiting Office Action.
US 260/104	Emphysema	Lung Reduction Apparatus and Methods for Use	Ginn	09/931,681	8/14/01	Publication No. 2003-0036755 Allowed. Issue fee due 9/16/2003.

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**EXHIBIT B****ASSIGNMENT OF PATENT**

WHEREAS, **Ensure Medical, Inc.**, a Delaware corporation having its principal offices at 762 San Aleso Ave., Sunnyvale, CA 94085 (hereinafter "Assignor") and **Gateway Medical, Inc.**, a Delaware corporation with principal offices at 762 San Aleso Avenue, Sunnyvale, CA 94085 (hereinafter "Assignee") are parties to that certain **Purchase Agreement**, effective as of September 3, 2004.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer and agrees to sell, assign and transfer unto Assignee or its designees, all of Assignor's right, title and interest in and to the Patents listed in Exhibit A to the Assignment of even date herewith and any reissues and continuations thereof and in all counterparts of the foregoing patents and patent applications filed or issued in foreign countries, as to which Assignor agrees to furnish and to execute on a country-by-country basis specific Assignments as requested by Assignee or any such designee.

Assignor covenants that it is the sole owner and assignee and holder of record title to the above-identified United States Patents and Patent Applications and any patents that issue thereon (and foreign counterparts thereto) and that it has full power to make the present assignment.

Assignor further sells, assigns, transfers and conveys unto Assignee the entire right, title and interest in and to any and all causes of action and rights or recovery for past infringement of the Patents herein assigned.

Assignor warrants unto the Assignee and further agrees that Assignor will, without demanding any further consideration therefor, at the request and at the expense of the Assignee, do all lawful and just acts including the execution and acknowledgment of instruments, that may be or become necessary for sustaining, obtaining continuations thereof, or reissuing said United States Patents and foreign counterparts and for maintaining and perfecting the Assignee's right to said Patents, particularly in cases of interference and litigation.

Assignor also hereby authorizes the Commissioner of Patents to issue any and all Patents that may be granted upon any of the patent applications herein referenced to Assignee, as the assignee to the entire interest therein.

IN WITNESS WHEREOF, this Assignment of Patent is executed at Palo Alto, California, this 3rd day of September, 2004.

ENSURE MEDICAL, INC.

By: [Signature]  
Name: Yue-Teh Jang  
Title: president & CEO

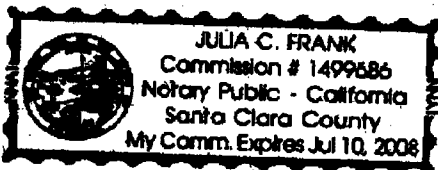
ATTEST:

By: [Signature]  
Title: Notary

State of California )  
County of Santa Clara ) ss.

On this 3<sup>rd</sup> day of September, 2004, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Yue-Teh Jang who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on such instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.



[Signature]  
Signature

My commission expires: July 10, 2008