

05-28-2004



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U.S. DEPARTMENT OF COMMERCE

EET

Patent and Trademark Office
Docket No. 544492000200

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

<p>1. Name of conveying party(ies):</p> <p>Argose, Incorporated A Delaware Corporation 230 Second Avenue, Waltham, MA 02451</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>HyperMed, Inc. 89 Bailey Road Watertown, MA 02472</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: <u>April 22, 2004; May 25, 2004</u></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) 09/389,342; 60/098,957 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>James Remenick Morrison & Foerster LLP 1650 Tysons Boulevard McLean, Virginia 22102</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 <u>544492000200</u></p> <p>8. Deposit account number: <u>03-1952</u></p>
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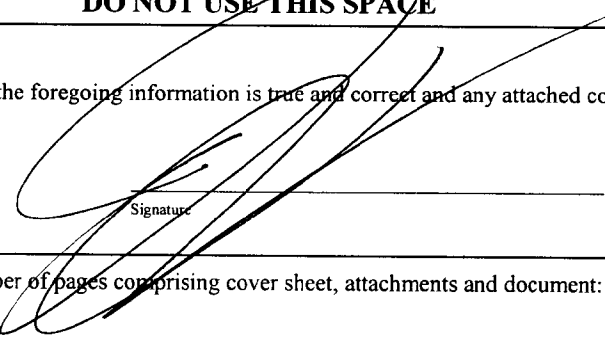
The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.

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: James Remenick
Registration No: 36,902

 _____
Signature

May 25, 2004
Date

Total number of pages comprising cover sheet, attachments and document: 5

05/27/2004 LMIJELLER 00000076 031952 09389342
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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
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va-67951

PATENT
REEL: 015367 FRAME: 0312

ASSIGNMENT

WHEREAS, Argose, Inc., ^{or paraded} a Delaware corporation with an address at 230 Second Avenue, Waltham, MA 02451, which changed its name from HyperMed Imaging, Inc. (hereinafter "ASSIGNOR"), is the owner by assignment from certain inventors recorded at Reel/Frame 010983/0327 of all of their right, title and interest in and to the invention entitled:

INFRARED ENDOSCOPIC BALLOON PROBES

described in United States Patent Application No. 09/389,342 filed September 2, 1999; United States Provisional Application No. 60/098,957 filed September 3, 1998; and International Application No. PCT/US99/20321.

AND, WHEREAS, HyperMed, Inc., a Delaware corporation with an address at 89 Bailey Road, Watertown, MA 02472 (hereinafter "ASSIGNEE"), is desirous of acquiring all of ASSIGNOR's right, title and interest in and to said invention described in the above-identified patents and patent applications;

NOW, THEREFORE, in view of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, ASSIGNOR's entire right, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto in and to said improvements, said United States application, any other United States applications, including provisional, divisional, renewal, substitute, continuation, reexamination and reissue applications, based in whole or in part on said United States application or in whole or in part on said improvements, any foreign applications, including international and regional applications, based in whole or in part on any of the aforesaid United States applications or in whole or in part on said improvements, and in and to any and all letters patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements or any parts thereof. ^{Rider 1} AFW

AND ASSIGNOR hereby agrees for itself ^{Rider 2} and its assignees, heirs, executors and administrators to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of said above-referenced application or in the preparation or prosecution of any continuing, substitute, divisional, renewal, reexamination or reissue application or in any amendments, extensions or interference proceedings, or other applications for patents of any region or country, that may be necessary to secure to ASSIGNEE its interest and title in and to said improvements or any parts thereof, and in and to said several patents or any of them;

AND ASSIGNOR hereby covenants for itself and its legal representatives, and agree with said ASSIGNEE, its successors and assigns, that ASSIGNOR has granted no right or license to make, use, sell or offer to sell said improvements, to anyone except said ASSIGNEE, that prior to the execution of this deed, ASSIGNOR's right, title and interest in said improvements had not been otherwise encumbered, and that ASSIGNOR has not and will not execute any instrument in conflict therewith. ^{Rider 3} AFW

Executed subject to Riders 1, 2 and 3 attached and further subject to execution by HyperMed without other changes. AFW

RIDERS TO ASSIGNMENT

The following riders are attached to and made a part of the assignment of invention entitled "Infrared Endoscopic Balloon Probes" in the places indicated in such assignment.

Rider 1: , provided, however, that none of the foregoing shall limit ASSIGNOR'S license or other rights under that certain Nonexclusive Technology License Agreement Relating to HyperMed Technology, dated August 28, 2002, by and between ASSIGNOR, ASSIGNEE and Robert Coleman to use HyperMed Technology, as defined in such Agreement and which HyperMed Technology ASSIGNOR and ASSIGNEE agree includes the intellectual property and patent rights which are the subject of this Assignment (the "License").

Rider 2: but at the expense of ASSIGNEE (which expense shall be reasonable under the circumstances then prevailing and reasonably documented)

Rider 3: ; except in any case pursuant to ASSIGNOR's rights pertaining to the License.

Executed subject to Riders 1, 2
and 3 attached and further
Subject to execution by
Hyper Med without other changes
JFW