

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Perfect Surgical Techniques, Inc.	03/15/2005
RECEIVING PARTY DATA	
Name:	Forcept, Inc.
Street Address:	900 Welch Road
Internal Address:	Suite 403
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6123701
CORRESPONDENCE DATA	
Fax Number:	(650)326-2422
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650-326-2400
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Correspondent Name:	James M. Heslin
Address Line 1:	379 Lytton Avenue
Address Line 4:	Palo Alto, CALIFORNIA 94301
NAME OF SUBMITTER:	James M. Heslin
Total Attachments: 3 source=25741-000000#page1.tif source=25741-000000#page2.tif source=25741-000000#page3.tif	

CH \$40.00 6123701

ASSIGNMENT OF PATENT RIGHTS

Effective upon the receipt of consideration, which has already been received (the "Assignment Fee"), Perfect Surgical Techniques, Inc., a California corporation, having offices at 900 Welch Rd 403 ("Assignor"), sells, assigns, transfers and conveys unto Forcept, Inc., a Delaware corporation, having offices at 900 Welch Rd Suite 403 ("Assignee") all of its right, title and interest in and to the patent applications and patents listed below, any patents issuing on any patent applications listed below, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing and all reissues, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing (collectively "Patent Rights"):

<u>Patent or Application Number</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Title and inventor(s)</u>
6,123,701	United States	Issued: September 26, 2000	Method and systems for organ resection; Camran Nezhat, Inventor

Assignor represents, warrants and covenants to Assignee that: (i) it is the assignee and holder of record title to the Patent Rights identified above, and (ii) it has full power and authority to make the present assignment upon receipt of the Assignment Fee. Except as expressly set forth in this paragraph, the Patent Rights are conveyed "AS IS" and with no warranties, whether express, implied or statutory.

Assignor further agrees to and sells, assigns, transfers and conveys unto Assignee all rights: (i) in and to causes of action and enforcement rights for the Patent Rights including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patent Rights, and (ii) to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at 900 Welch Rd Suite 403, on March 15 2005.

ASSIGNOR

ASSIGNEE

By: Camran, MD
 Name: CAMRAN NEZHAT, MD
 Title: CEO, PST

By: Camran, MD
 Name: CAMRAN NEZHAT, MD
 Title: Forcept - Board Member

(Notarization Required)

Pursuant to the Assignment of Patent Rights Agreement attached hereto (the "Agreement"), Perfect Surgical Techniques, Inc., a California corporation ("Assignor"), shall, effective upon the receipt of Twenty-Five Thousand Dollars (\$25,000.00) in immediately available funds (the "Assignment Fee"), assign and transfer all of its right, title and interest in and to the patent applications and patents listed in the Agreement to Forcept, Inc., a Delaware corporation ("Assignee"), provided that if such Assignment Fee is not received by Assignor by March 30, 2005, this agreement shall be null and void.

Acknowledged and agreed on March 15, 2005 by:

ASSIGNOR

By: Chen W > 011
Name: COMRAN NEZHAT, MD.
Title: Co-PSI

ASSIGNEE

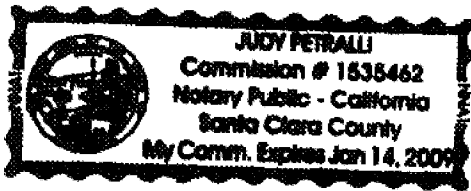
By: Chen W > 011
Name: COMRAN NEZHAT, MD.
Title: Forcept, Social Member

Camran Nezhat
Name

March 15, 2005
Date

State of California)
)
County of Santa Clara)

On March 15 2005, before me, Judy Petralli Notary Public
personally appeared Camran Nezhat,
personally known to me or proved to me on the basis of
satisfactory evidence, to be the person whose name is
subscribed to the within instrument and acknowledged to me
that he/she executed the same in his/her authorized
capacity, and that by his/her signature on the instrument the
person or the entity upon behalf of which the person acted,
executed the instrument.



WITNESS my hand and official seal.

Judy Petralli
(Notary Public)