


Client Code: DFINE.035A

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>Csaba Truckai, John H. Shaddock</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p align="center">() Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: DFine, Inc.</p> <p>Internal Address:</p> <p>Street Address: 19450 Stevens Creeks Blvd. Suite 100</p> <p>City: Cupertino State: CA</p> <p>ZIP: 95014</p> <p>Additional name(s) of receiving party(ies) attached?</p> <p align="center">() Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>(X) Assignment () Security Agreement</p> <p>() Merger () Change of Name</p> <p>() Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>July 12, 2006, July 12, 2006</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p>(X) Patent Application No.: 10/456,113 Filing Date: June 5, 2003</p> <p>Additional numbers attached?</p> <p align="center">() Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995</p> <p>Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614</p> <p>Return Fax: (949) 760-9502</p> <p>Attorney's Docket No.: DFINE.035A</p>	<p>6. Total number of applications and patents involved: 1</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40</p> <p>(X) Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>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.</p> <p><u>Sabing H. Lee</u> Name of Person Signing</p> <p align="center"> Signature</p> <p align="right"><u>7-28-06</u> Date</p> <p>43,745 Registration No.</p> <p align="center">Total number of pages including cover sheet, attachments and document: 3</p>	

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director, U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450
Facsimile Number: (571) 273-0140

2756590
071706

700278630

PATENT
REEL: 018034 FRAME: 0643

CH \$40.00 111410 10456113

ASSIGNMENT OF APPLICATION

Docket Number

Whereas, the undersigned:

- 1. Truckai, Csaba
 - 2. John H. Shaddock
 - 3.
 - 4.
- 19566 Arden Court 350 Sharon Park Drive #B23
Saratoga, CA 95070 Menlo Park, CA 94025

hereinafter termed "Inventors", have invented certain new and useful improvements in

Polymer Composites for Biomedical Applications and Methods of Making

- for which an application for United States Patent was filed on June 5, 2003, Application No. 10/456,113.
- for which a United States Patent issued on _____, U.S. Patent No. _____.

WHEREAS, DFine, Inc., a corporation of the State of Delaware, having a place of business at 19450 Stevens Creek Blvd, Ste. 100, Cupertino, CA 95014, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

Date: JULY 12, 2006

[Signature]
Truckai, Csaba

Date: JULY 12, 2006

[Signature]
Shaddock, John H.

Date: _____

Date: _____