

Client Code: VNUS.063A

**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>1. Hoa D. Nguyen 2. Michael S. Mirizzi</p> <p>Additional name(s) of conveying party(ies) attached? () Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: VNUS Medical Technologies, Inc Internal Address: Street Address: 5799 Fontanoso Way City: San Jose State: CA ZIP: 95138</p> <p>Additional name(s) of receiving party(ies) attached? () Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>(X) Assignment () Security Agreement () Merger () Change of Name () Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>1. August 23, 2007 2. August 23, 2007</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p>(X) Patent Application No.: 11/696,696 Filing Date: April 4, 2007</p> <p>Additional numbers attached? () Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995 Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614 Return Fax: (949) 760-9502 Attorney's Docket No.: VNUS.063A</p>	<p>6. Total number of applications and patents involved: 1</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40 (X) Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410 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>C. Philip Poirier</u> Name of Person Signing</p> <p><u>C. Philip Poirier</u> Signature</p> <p><u>24 August 2007</u> Date</p> <p>43,006 Registration No.</p> <p>Total number of pages including cover sheet, attachments and document: 4</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

Application No.: 11/696,696
Filing Date: April 4, 2007

PATENT
Client Code: VNUS.063A
Page 1

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 23rd day of AUGUST, 2007 and is by Hoa D. Nguyen, a United States citizen, residing at 5657 Crow Lane, San Jose, CA 95123] and Michael S. Mirizzi, a US citizen, residing at 6509 Pajaro Ct., San Jose, CA 95120 ("ASSIGNORS").

WHEREAS, ASSIGNORS have conceived of subject matter and/or inventions ("Invention") disclosed in a patent application entitled METHOD AND APPARATUS FOR GENERATING VASCULAR TREATMENT FOAM and filed in the United States Patent and Trademark Office on April 4, 2007 as Application No. 11/696,696 ("Application");

WHEREAS, VNUS Medical Technologies, Inc, a Delaware Corporation, having offices at 5799 Fontanoso Way, San Jose, CA 95138 ("ASSIGNEE") desires to acquire the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS agree to assign and hereby assign to ASSIGNEE the entire right, title, and interest throughout the world in and to each of the following:

A. The Invention, including without limitation any of ASSIGNORS' improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;

B. The Application, including without limitation any of ASSIGNORS' inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Application or claiming the benefit thereof that have been or may hereafter be filed in the United States or in any foreign country and all continuations, divisionals, and continuations in part of the Application (collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents;

C. Those items of ASSIGNORS' tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request;

D. All causes of action for infringement of or damage to all rights related to the Invention, the Application, and/or the Related Applications, whether accruing before or after this Assignment, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom.

ASSIGNORS AGREE, without further consideration or compensation: to communicate to ASSIGNEE any facts of which ASSIGNORS have knowledge respecting the Invention, Application, or Related Applications; to testify in any legal proceeding; to sign all documents and make all rightful oaths and declarations; and to generally do everything possible to aid ASSIGNEE in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE

Application No.: 11/696,696
Filing Date: April 4, 2007

PATENT
Client Code: VNUS.063A
Page 2

agrees to reimburse ASSIGNORS' reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNORS' time or legal expense.

AND ASSIGNORS FURTHER AGREE AS FOLLOWS:

A. This Agreement is binding on ASSIGNORS, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNORS, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNORS.

B. If ASSIGNORS cannot be located or are unable or unwilling to sign documents as required hereunder, ASSIGNORS agree to and do hereby appoint ASSIGNEE as ASSIGNORS' attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNORS acknowledge that this appointment is coupled with an interest and is irrevocable.

C. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the state or federal courts of California, USA, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

D. ASSIGNORS acknowledge that, to the best of their knowledge, the Invention is patentable, and further agree not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity of such rights. ASSIGNOR further acknowledges that ASSIGNEE'S patent counsel presenting this Agreement does not represent ASSIGNORS personally, and ASSIGNORS has the right to seek independent counsel of his or her choosing. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver that is contained in a written agreement signed by both ASSIGNEE and ASSIGNORS shall be effective. Further, this Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

Application No.: 11/696,696
Filing Date: April 4, 2007

PATENT
Client Code: VNUS.063A
Page 3

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 23rd day of AUGUST, 2007.

Hoa D. Nguyen
Hoa D. Nguyen

STATE OF CA
COUNTY OF Santa Clara } ss.

On 8/23/2007, before me, PAVNEET SINGH (Notary Public), personally appeared Hoa D. Nguyen personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacity(ies), and that by their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



PAVNEET SINGH
Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 23rd day of AUGUST, 2007.

Michael S. Mirizzi
Michael S. Mirizzi

STATE OF CA
COUNTY OF Santa Clara } ss.

On 8/23/2007, before me, PAVNEET SINGH, notary public, personally appeared Michael S. Mirizzi personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



PAVNEET SINGH
Notary Signature