

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Dr. Laksen Sirimanne	04/23/1999
Douglas S. Sutton	04/23/1999
Natalie V. Fawzi	04/23/1999
Gail Lebovic	04/23/1999
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Vivant Medical, Inc.
<b>Street Address:</b>	3201B Alpine Road
<b>City:</b>	Portola Valley
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94028
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	10960618
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)823-6994
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	jkappos@omm.com
<b>Correspondent Name:</b>	John Kappos
<b>Address Line 1:</b>	610 Newport Center Drive, 17th Floor
<b>Address Line 4:</b>	Newport Beach, CALIFORNIA 92660
<b>ATTORNEY DOCKET NUMBER:</b>	032290-101
<b>NAME OF SUBMITTER:</b>	John Kappos
<b>Total Attachments: 2</b> source=Assignment32290101#page1.tif source=Assignment32290101#page2.tif	

CH \$40.00 10960618

**PATENT**

**500345212**

**REEL: 019766 FRAME: 0740**

ASSIGNMENT  
JOINT

COPY

THIS ASSIGNMENT, by D. Laksen Sirimanne, Douglas S. Sutton, Natalie V. Fawzi, and Gail Lebovic (hereinafter referred to as the assignors), residing at Palo Alto, California, Pacifica, California, Belmont, California, and Menlo Park, California, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in SUBCUTANEOUS CAVITY MARKING DEVICE AND METHOD, set forth in an application for Letters Patent of the United States, bearing Serial No. NOT YET ASSIGNED and filed on April 2, 1999; and

WHEREAS, Vivant Medical, Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 3201B Alpline Rd., Portola Valley, California 94028 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

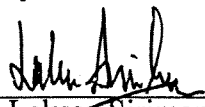
NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

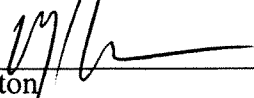
AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

4/23/99  
Date

  
D. Laksen Sirimanne

4-23-99  
Date

  
Douglas S. Sutton

4/23/99  
Date

*Natalie V. Pavzi*  
Natalie V. Pavzi

**COPY**

4/23/99  
Date

*Gail Lebovic*  
Gail Lebovic