

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JAMES VARGAS	10/29/2007
RECEIVING PARTY DATA	
Name:	ENDONAV
Street Address:	1255 KIFER ROAD
City:	SUNNYVALE
State/Country:	CALIFORNIA
Postal Code:	94086
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10661159
CORRESPONDENCE DATA	
Fax Number:	(408)523-1390
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	408-523-2270
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Correspondent Name:	Frank Nguyen
Address Line 1:	Intutive Surgical
Address Line 2:	1266 Kifer Rd Bldg 101
Address Line 4:	Sunnyvale, CALIFORNIA 94086
ATTORNEY DOCKET NUMBER:	ENDOV01
NAME OF SUBMITTER:	ANNE KILLINGSWORTH
Total Attachments: 3 source=1STASSIGN#page1.tif source=1STASSIGN#page2.tif source=1STASSIGN#page3.tif	

CH \$40.00 10661159

October 29, 2007

VIA EMAIL

Mr. Jamie Vargas  
Endonav, Inc.

Re: Assignment and Cooperation with Patent Prosecution and Enforcement

Dear Mr. Vargas,

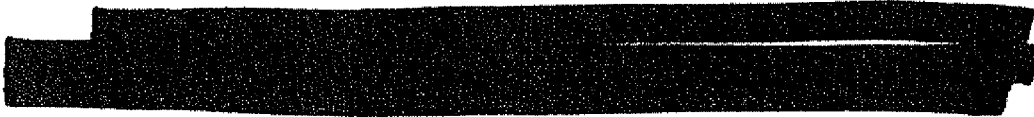
EndoNav, Inc. ("EndoNav") and Vanodne Acquisition Corporation (of which, Intuitive Surgical, Inc. is the parent) (together "Intuitive") are merging. You are a named inventor on three relevant patent applications. Intuitive wishes to secure your cooperation relating to these U.S. Patent Applications, Nos. 10/661,159, 10/899,561, and 11/479,704, [REDACTED] and any subsequent continuations, continuations-in-part, divisionals, reissues, reexaminations, extensions, or foreign counterparts ("Relevant IP") and the assignment of any rights you possess therein. By signing this letter assignment ("Assignment") below, you ("Assignor") agree to the following in exchange for \$100.00 and as additional consideration for execution of the Agreement and Plan of Merger among Intuitive, EndoNav, yourself and Kenneth J. Kelley, both as members of Stockholder Representative Committee ("Merger Agreement").

1. **Assignment of Rights.** Assignor does hereby sell, transfer, convey, assign, and deliver to Intuitive all of Assignor's right, title, and interest in and to the Relevant IP in all fields, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Letter Assignment had not been made, and all claims for damages and other remedies for past and future infringements of the Relevant IP, along with the right to sue for and collect such damage and other remedies for the use and benefit of Intuitive and its successors, assigns, and other legal representatives.

2. **Filing, Prosecution, and Maintenance.** Intuitive, at Intuitive's expense, shall have the sole and exclusive right, but not the obligation to file applications for and to control the prosecution and maintenance of any Relevant IP. [REDACTED]

3. **Cooperation.** At Intuitive's expense, Assignor will cooperate with Intuitive for the purpose of filing, prosecuting, and enforcing the Relevant IP, including the execution and delivery of any and all legal papers, documents, or oaths which may be deemed necessary or desirable by Intuitive for the filing, prosecution, and enforcement of the Relevant IP or to record this Assignment of the Relevant IP to Intuitive. Assignor hereby designates Intuitive as its agent for, and grants to Intuitive a power of attorney, which power of attorney shall be deemed coupled with an interest, for the purpose of effecting this Assignment or any documents for prosecution of the Relevant IP in such cases as the Assignor cannot or will not execute such documents in a timely manner.

4. **Representations and Warranties.** I represent and warrant as follows with regard to the Relevant IP:



(b) Prior to this Assignment, I have not assigned any rights or interest in U.S. Patent Application Nos. 10/661,159, 10/899,561, and 11/479,704 to any entity other than EndoNav and outside of the prior assignment to EndoNav, there are no encumbrances on such patent applications or third party conflicts with my rights to such patent applications.

In addition, you are party to the Employment/Consulting Agreement, dated April 30, 2004 with EndoNav ("Employment Agreement"). You hereby acknowledge and agree that the Employment Agreement is terminated as of the date hereof, and is of no further force and effect, and that you are no longer entitled to any of the benefits or rights described in the Employment Agreement, including, but not limited to, the separation benefits described in the Employment Agreement. You hereby release, waive and forever discharge EndoNav from all claims which you may have ever had, now have, or hereafter can, shall or may have against EndoNav arising out of or related to the Employment Agreement.

Best regards,

A handwritten signature in black ink, appearing to read "Marshall Mohr".

Marshall Mohr  
Intuitive Surgical

JAIME VARGAS

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

3. **Cooperation.** At Intuitive's expense, Assignor will cooperate with Intuitive for the purpose of filing, prosecuting, and enforcing the Relevant IP, including the execution and delivery of any and all legal papers, documents, or oaths which may be deemed necessary or desirable by Intuitive for the filing, prosecution, and enforcement of the Relevant IP or to record this Assignment of the Relevant IP to Intuitive. Assignor hereby designates Intuitive as its agent for, and grants to Intuitive a power of attorney, which power of attorney shall be deemed coupled with an interest, for the purpose of effecting this Assignment or any documents for prosecution of the Relevant IP in such cases as the Assignor cannot or will not execute such documents in a timely manner.

4. **Representations and Warranties.** I represent and warrant as follows with regard to the Relevant IP:

[REDACTED]

(b) Prior to this Assignment, I have not assigned any rights or interest in U.S. Patent Application Nos. 10/661,159, 10/899,561, and 11/479,704 to any entity other than EndoNav and outside of the prior assignment to EndoNav, there are no encumbrances on such patent applications or third party conflicts with my rights to such patent applications.

In addition, you are party to the Employment/Consulting Agreement, dated April 30, 2004 with EndoNav ("Employment Agreement"). You hereby acknowledge and agree that the Employment Agreement is terminated as of the date hereof, and is of no further force and effect, and that you are no longer entitled to any of the benefits or rights described in the Employment Agreement, including, but not limited to, the separation benefits described in the Employment Agreement. You hereby release, waive and forever discharge EndoNav from all claims which you may have ever had, now have, or hereafter can, shall or may have against EndoNav arising out of or related to the Employment Agreement.

Best regards,

Intuitive Surgical

JAIME VARGAS

By:

Title

Date:

*Jaime Vargas*  
PRESIDENT & CEO  
\_\_\_\_\_