


Client Code: TRMED.002A

**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. William Harwick Gruber 2. Ronald David Adams 3. J. Christopher Flaherty</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: Interlace Medical, Inc. Address: 139 Newbury Street City: Frammingham State: Massachusetts ZIP: 01701</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. December 10, 2007 2. December 14, 2007 3. January 10, 2008</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p>(X) Patent Application No.: 11/936,003 Filing Date: November 6, 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</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.: TRMED.002A</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>Thomas Y. Yee</u> Name of Person Signing</p> <p>57,013 Registration No.</p> <p> Signature</p> <p><u>2/14/2008</u> Date</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:

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PATENT
REEL: 020523 FRAME: 0531

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ASSIGNMENT AGREEMENT
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 6 day of NOVEMBER, 2007; and is by William Harwick Gruber, a U.S. citizen, 15 Fitzgerald Lane, Southborough, Massachusetts 01772; Ronald David Adams, a U.S. citizen, residing at 18 Hillside Drive, Holliston, Massachusetts 01746; and J. Christopher Flaherty, a U.S. citizen, residing at 242 Ipswich Road, Topsfield, Massachusetts 01983 (collectively hereinafter "ASSIGNOR").

WHEREAS, ASSIGNOR has conceived of an invention ("Invention") disclosed at least in part in the U.S. patent application entitled METHODS, SYSTEMS AND DEVICES FOR PERFORMING GYNECOLOGICAL PROCEDURES and filed on November 6, 2007 in the United States Patent and Trademark Office, as Application No. 11/936,003 ("Application");

WHEREAS, Interlace Medical, Inc. (hereinafter "ASSIGNEE"), a Delaware Corporation, with its principal place of business at 139 Newbury Street, Framingham, Massachusetts 01701, 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, ASSIGNOR agrees to assign and does 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 improvements made thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;

B. The Application, including without limitation any of ASSIGNOR's 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 by the ASSIGNEE in the United States or in any foreign country ("Related Applications"); all continuations, divisionals, and continuations in part of the Application and any such 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 ASSIGNOR's 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, Application, and Related Applications, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom, whether accruing before or after this Agreement.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE any facts of which ASSIGNOR has knowledge respecting the Invention, Application, or Related Applications, testify in any legal proceeding, sign all documents, make all rightful oaths and declarations, and generally do everything possible to aid ASSIGNEE in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNOR's 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 ASSIGNOR's time or legal expense.

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AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

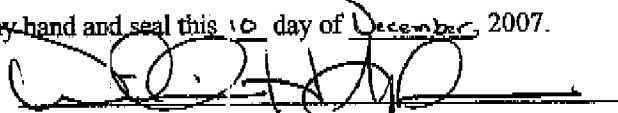
A. This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement is not assignable or transferable by ASSIGNOR 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 ASSIGNOR.

B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and hereby does appoint ASSIGNEE as ASSIGNOR's 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. ASSIGNOR acknowledges 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 Massachusetts, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the state or federal courts of Massachusetts, Suffolk County, 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. ASSIGNOR agrees not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE's rights granted under this Agreement, or the validity thereof. 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 which is contained in a written agreement signed by ASSIGNEE and ASSIGNOR 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.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 10 day of December 2007.

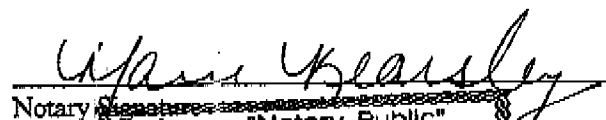

 William Harwick Gruber

STATE OF Massachusetts
 COUNTY OF Middlesex } ss.

On December 10, 2007 before me, Marie Kearsley, personally appeared William Harwick Gruber 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 they executed the same in their authorized capacity, and that by their 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.

[SEAL]


 Notary Signature
 "Notary Public"
 Marie Kearsley
 Commonwealth of Massachusetts
 My Commission Expires on July 14, 2011

PATENT

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 14th day of DECEMBER, 2007.

Ronald David Adams
 Ronald David Adams

STATE OF MASSACHUSETTS
 COUNTY OF MIDDLESEX } ss.

On DEC 14, 2007, before me, RONALD DAVID ADAMS, personally appeared Ronald David Adams 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 they executed the same in their authorized capacity, and that by their 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.

[SEAL]

Joseph X. Bergantino
 Notary Signature
 JOSEPH X. BERGANTINO
 Notary Public
 Commonwealth of Massachusetts
 My Commission Expires
 August 21, 2008

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 10th day of JANUARY, 2008.

J. Christopher Flaherty
 J. Christopher Flaherty

STATE OF MA
 COUNTY OF MIDDLESEX } ss.

On JANUARY 10, 2008, before me, J. CHRISTOPHER FLAHERTY, personally appeared J. Christopher Flaherty 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 they executed the same in their authorized capacity, and that by their 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.

[SEAL]

Caroline P. McNally
 Notary Signature



CAROLINE P. McNALLY
 Notary Public
 Commonwealth of Massachusetts
 My Commission Expires
 June 9, 2011

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