

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Frank Huerta	01/02/2008
Jennifer Elisseff	01/14/2008
Norman Marcus	01/04/2008
RECEIVING PARTY DATA	
Name:	CARTILIX, INC.
Street Address:	353 Vintage Park Drive
Internal Address:	Suite E
City:	Foster City
State/Country:	CALIFORNIA
Postal Code:	94404
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11909833
PCT Number:	US0611410
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-842-7861
Email:	lbest@cooley.com
Correspondent Name:	Cooley Godward Kronish LLP
Address Line 1:	777 6th Street, NW, Suite 1100
Address Line 2:	Patent Group
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001
ATTORNEY DOCKET NUMBER:	CART005/01US(305165-2037)
NAME OF SUBMITTER:	Lynnora Best

CH \$80.00 11909833

Total Attachments: 5

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ASSIGNMENT
(Joint)

Frank Huerta, residing at 353 Vintage Park Drive, Suite E, Foster City, California 94404; Jennifer Elisseeff, residing at 3007 Saint Paul Street, Baltimore, Maryland, 21218-3943; Norman Marcus, residing at 8346 Traford Lane, Springfield, Virginia, 22152 (referred to as "Assignor") has made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **COATED MEDICAL DEVICE**, and which is a:

- (1) provisional application
- (a) to be filed herewith; or
- (b) bearing Application No. , and filed on ; or
- (2) non-provisional application
- (a) to be filed herewith; or
- (b) bearing Application No. 11/909,833, and filed on September 27, 2007.

WHEREAS, Cartilix, a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 353 Vintage Park Drive, Suite E, Foster City, CA 94404 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part;

- (f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and
- (g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

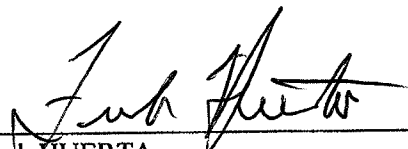
The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD KRONISH L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 1/2/2008

By: 
Frank HUERTA

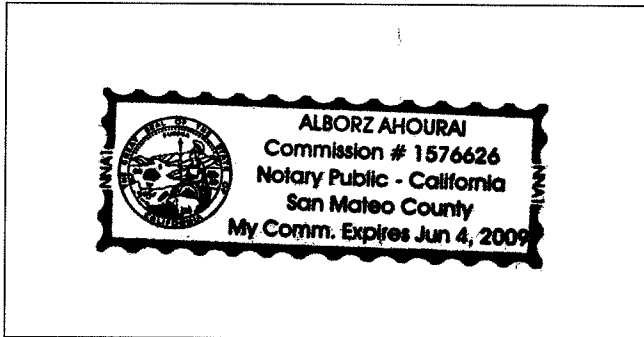
State of _____) County of _____)	ss.	<u>See Amended Attachment</u>
On _____, before me, _____, Notary Public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the		

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of **California**
County of **San Mateo**

On 2nd day of January, 2008 before me, Alborz Ahourai (the Notary Public), personally appeared Frank Albert Huerta and _____

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/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Notary Seal

“I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.”

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Assignment Patent - Attorney Docket No:
CART-005/01US

Document / Execution Date: January 2, 2007 Number of Pages: Four

Signer(s) Other Than Named Above: Jennifer Elisseff & Norman Marcus
Capacity(ies) Claimed by Signer

Signer's Name:

- Individual
- Corporate Officer – Title(s) CEO
- Partner – Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer(s) is/are Representing: CEO of
Cartilix "The Company"

Frank A. Huerta

RIGHT THUMBPRINT OF SIGNER
Top of thumb here
<u>Frank A. Huerta</u>
Signer Signature

RIGHT THUMBPRINT OF SIGNER
Top of thumb here
Signer Signature

Notary Service Provided By:



The UPS Store #4153

1098 Foster City Blvd., Suite #106, Foster City, CA 94404 Tel: (650) 341-4000 Fax: (650) 341-5005

PATENT

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same in his/her/their authorized capacity(ies), and that by his/her/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.

Signature of Notary Public

Place Notary Seal Above

My Commission Expires: _____

Date: 1/14/08

By: Jennifer Elisseff
Jennifer ELISSEFF

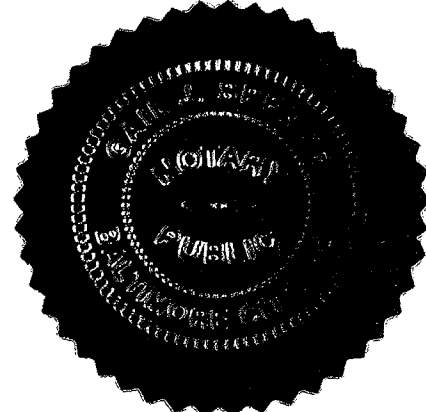
State of Maryland)
County of Baltimore) ss.

On Jan 14, 2008, before me, Gail Spence, Notary Public, personally appeared Jennifer Elisseff, 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/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/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.

Gail Spence
Signature of Notary Public

My Commission Expires: April 30, 2011



Date: 1/4/08

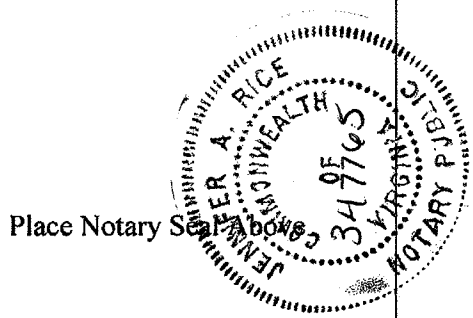
By: [Signature]
Norman MARCUS

State of Virginia)
County of Fairfax) ss.

On 4th day of January ~~2008~~ 2008 me, Jennifer Rice, Notary Public, personally appeared Norman Marcus, 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/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/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.

[Signature]
Signature of Notary Public



My Commission Expires: My Commission Expires December 31, 2008