## Client Code: NRMED.046A RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<ol> <li>Name of conveying party(ies): (List using letters or numbers for multiple parties)         <ol> <li>Anthony A. Nobles</li> <li>Benjamin G. Brosch</li> <li>Steven E. Decker</li> <li>Michael J. Mullen</li> </ol> </li> <li>Additional name(s) of conveying party(ies) attached?         <ol> <li>Yes</li> <li>No</li> </ol> </li> <li>Nature of conveyance:         <ol> <li>(X) Assignment</li> <li>Security Agreement</li> <li>Merger</li> <li>Change of Name</li> </ol> </li> </ol>	<ul> <li>2. Name and address of receiving party(ies):</li> <li>Name: SUTURA, INC.</li> <li>Street Address: 17080 Newhope Street</li> <li>City: Fountain Valley State: CA</li> <li>ZIP: 92708</li> <li>Additional name(s) of receiving party(ies) attached?</li> <li>() Yes (X) No</li> </ul>	
<ul> <li>() Merger</li> <li>() Change of Name</li> <li>() Other:</li> <li>Execution Date: (List as in section 1 if multiple signatures)</li> <li>1. June 16, 2008</li> <li>2. June 16, 2008</li> <li>3. June 16, 2008</li> <li>4. June 27, 2008</li> </ul>	<ul> <li>4. US or PCT Application number(s) or US Patent number(s):</li> <li>(X) Patent Application No.: 12/057,304 Filing Date: March 27, 2008</li> <li>Additional numbers attached?</li> <li>() Yes (X) No</li> </ul>	
<ul> <li>5. Party to whom correspondence concerning document should be mailed:</li> <li>Customer No. 20,995</li> <li>Address: Knobbe, Martens, Olson &amp; Bear, LLP 2040 Main Street, 14<sup>th</sup> Floor Irvine, CA 92614</li> <li>Return Fax: (949) 760-9502</li> <li>Attorney's Docket No.: NRMED.046A</li> </ul>	6. Total number of applications and patents involved: 1	
<ul> <li>7. Total fee (37 CFR 1.21(h)): \$40.00</li> <li>(X) Authorized to be charged to deposit account</li> </ul>	<ol> <li>Deposit account number: 11-1410</li> <li>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</li> </ol>	
<ul> <li>9. Statement and signature.</li> <li>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.</li> <li>Sabing H. Lee</li> <li>Name of Person Signing</li> <li>43,745</li> <li>Registration No.</li> <li>Total number of pages including cover sheet, attachments and document: 5</li> </ul>		
Documents transmitted via Facsimile to be recorded with re		
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		
	PATENT	

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## ASSIGNMENT AGREEMENT

WHEREAS, We, Anthony A. Nobles, a United States citizen, residing at 8686 Term Avenue, Fountain Valley, CA 92708, Benjamin G. Brosch, a United States citizen, residing at 27261 Nubles, Mission Viejo, CA 92692, Steven E. Decker, A United States citizen, residing at 1295 North Amelia Street, Anaheim, CA 92807, and Michael J. Mullen, a citizen of the United Kingdom, residing at 187 Park Road, Kingston, Surrey KT2.5JX, England, ("ASSIGNORS") have conceived of an invention ("Invention") disclosed in U.S. Patent Application No. 12/057,304, filed March 27, 2008 entitled SUTURING DEVICES AND METHODS FOR CLOSING A PATENT FORAMEN OVALE.

WHEREAS, SUTURA, INC., a Delaware Corporation, having offices at 17080 Newhope Street, Fountain Valley, CA 92708 ("ASSIGNEE") desires to acquire the entire right, title, and interest in and to the Invention and the Applications, 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 of ASSIGNOR'S improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;

B. The Applications, 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 Applications 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"), including U.S. Provisional Application Nos. 60/908,946, filed March 29, 2007 and 60/981,468; filed October 19, 2007 all continuations, divisionals, and continuations in part of the Applications and any such Related Applications; and all U.S. and foreign patents which may be granted on the Applications 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, the Applications, and/or the Related Applications, whether accruing before or after the execution of this Assignment Agreement, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE any facts of which ASSIGNOR has knowledge respecting the Invention, Applications, 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

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reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Assignment Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense. ASSIGNOR does also hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications, to issue all Letters Patent for the Invention to the ASSIGNEE, its successors and assigns, in accordance with the terms of this Assignment Agreement.

## AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Assignment 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 Assignment Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Assignment Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Assignment 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 does hereby 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 Assignment Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. In the event that any legal action becomes necessary to enforce or interpret the terms of this Assignment 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 acknowledges that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Assignment 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 Assignment Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective. Further, this Assignment 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.

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## KNOBBE MARTENS LLP

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	U.S. Application No.: 12/057,304 Filing Date: March 27, 2008 ASSIGNMENT AGREEMENT Client Code: NRMED.046A Page 3
()	IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 16 <sup>th</sup> day of June
	Anthony A. Nobles
	STATE OF California
	COUNTY OF Orange } ss.
	On <u>Jure 16,2008</u> , before me, <u>Thatia De La Torre</u> , notary public, personally appeared Anthony A. Nobles who 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(iss), 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.
	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.
$\bigcirc$	[SEAL] INALIA DE LA TORRE Commission # 1746186 Notary Public - Collionica Orange County MyComm Science (Collionica)
	IN TESTIMONY WHEREOF, I hereunto set my hand and seal this <u>167</u> day of <u>Juve</u> , 2098.
	Benjamin G. Brosch
	STATE OF California ss.
	On <u>June 16,2008</u> , before me, <u>Thalla DelaTorre</u> , notary public, personally appeared Benjamin G. Brosch who 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.
·····. ·	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.
: 	[SEAL] THALIA DE LA POINTE Commission # 1746156 Notory Public - California Orange County MyCommission # 2746171

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	U.S. Application No.: 12/057,3 Filing Date: March 27, 2008	04 ASSIGNMENT AGREEMENT O4 Client Code: NRMED.046A Page 4	
·	IN TESTIMONY <u>6-16 June</u> , 20 <u>08</u>	WHEREOF, I hereunto set my hand and seal this $167H$ day of $MTTTTT$	
	STATE OF California COUNTY OF <sup>Cran</sup> ge	Steven E. Decker	
	On <u>Lava le 200</u> personally appeared Steve be the person(s) whose na me that he executed the s	before me. <u>Then to the latente</u> , notary public, on E. Decker who proved to me on the basis of satisfactory evidence to ame(s) is/are subscribed to the within instrument, and acknowledged to ame in his authorized capacity(ies), and that by his signature(s) on the or the entity upon behalf of which the person(s) acted, executed the	
	I certify under PE the foregoing paragraph is	NALTY OF PERJURY under the laws of the State of California that strue and correct.	
Ţ	[SEAL]	Ad and official seal. UNA DE LA TORRE Minister # 1749309 Public - Conternic # Mongo County Minister House 2000	
	IN TESTIMONY 	Yul	:
	AS	Michael J. Mullen June 27, 2008	
	Witness Signature <u>An Anony</u> Witness Name	Vcb/cs-the Date	-
-	5214811 042908		