

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Rubicon Medical Corporation	01/01/2006
RECEIVING PARTY DATA	
Name:	Boston Scientific Scimed, Inc.
Street Address:	One Scimed Place
City:	Maple Grove
State/Country:	MINNESOTA
Postal Code:	55311
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11032365
CORRESPONDENCE DATA	
Fax Number:	(612)359-9349
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	612-677-9050
Email:	JoAnn.Lindman@cstlaw.com
Correspondent Name:	CROMPTON, SEAGER & TUFTE LLC
Address Line 1:	1221 Nicollet Avenue
Address Line 2:	Suite 800
Address Line 4:	Minneapolis, MINNESOTA 55403-2420
ATTORNEY DOCKET NUMBER:	1001.1944101
NAME OF SUBMITTER:	Glenn M. Seager
Total Attachments: 5 source=Rubicon Assignment to BSSI#page1.tif source=Rubicon Assignment to BSSI#page2.tif source=Rubicon Assignment to BSSI#page3.tif source=Rubicon Assignment to BSSI#page4.tif	

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This is an Assignment of Intellectual Property effective as of 1:01 p.m. (Mountain Time Zone on the 1st day of January, 2006, by Rubicon Medical Corporation, a Delaware corporation ("Assignor"), to Boston Scientific Scimed, Inc., a Minnesota corporation ("Assignee").

Background

WHEREAS, pursuant to a plan to restructure the operations of Assignor and consolidate the ownership of the intellectual property rights defined below under Assignee, Assignor desires to assign and transfer to Assignee all Assignor's interest in the intellectual property rights defined below, in accordance with the provisions set forth herein;

WHEREAS, pursuant to a dividend distribution, effective as of 1:01 p.m. (Mountain Time Zone) on January 1, 2006, Assignor distributed to its sole shareholder, Assignee, the intellectual property rights defined below (the "Dividend"); and

WHEREAS, this Assignment of Intellectual Property is necessary to effectuate the Dividend.

NOW, THEREFORE, in consideration of and subject to each of the covenants, terms and conditions hereinafter set forth, Assignor hereby agrees as follows:

ARTICLE I – DEFINITIONS.

Section 1.1 "Intellectual Property Rights" means:

- (a) rights in patents, patent applications and patentable subject matter, whether or not the subject of an application, including but not limited to the patents and patent applications listed on Schedule A;
- (b) rights in trademarks, service marks, trade names, trade dress, and other designators of origin;
- (c) rights in copyrightable subject matter or protectable designs;
- (d) trade secrets;
- (e) know-how; and
- (f) all other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license or otherwise including those Assignor's rights that relate to core technologies, developed technologies or purchased research and development.

Section 1.2 "Company Intellectual Property Rights" means Intellectual Property Rights owned by Assignor and used or held for use by Assignor in its business as presently conducted or proposed to be conducted.

Section 1.3 "Licensed-In Intellectual Property Rights" means Intellectual Property Rights owned by a third party that are used or held for use by Assignor in its business as presently conducted or proposed to be conducted.

Section 1.4 "Software" means computer programs or data in computerized form, whether in object code, source code or other form.

ARTICLE II – ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS.

Section 2.1 Assignment. Assignor hereby assigns, transfers and conveys unto Assignee the entire right, title and interest in and to:

(a) All patents of the United States included as part of Company Intellectual Property Rights together with the invention(s) disclosed therein, including each and every letters patent which is granted on any application which is a division, substitution or continuation of said patents and all associated rights under the International Convention. The rights assigned include each and every reissue, re-examination or extension of said letters patent, any and all causes of action and rights of recovery for past or future infringements of said letters patent, and all of the rights vested in said Assignor herein by virtue of the instruments of assignment and/or by virtue of other instruments pursuant to which Assignor became vested with said ownership. Assignor further assigns, transfers and conveys unto said Assignee the entire right, title and interest in and to any foreign patents or patent applications and/or the rights to file the same, based on or corresponding to the patents of the United States herein assigned;

(b) All other Company Intellectual Property Rights, including (without limitation) all Licensed-In Intellectual Property Rights (but solely to the extent transfer is permitted by applicable agreements) and rights in Software; and

(c) The Company Intellectual Property Rights assigned and transferred pursuant to Section 2.1 hereof, and the value thereof, is subject to and reduced by (i) the associated accumulated amortization related thereto (the "Accumulated Amortization") and (ii) the associated deferred tax liability related thereto (the "DTL"), which Accumulated Amortization and DTL are assigned and transferred by Assignor to Assignee.

Section 2.2 Cooperation in Transfer. Assignor hereby covenants and agrees to cooperate with Assignee whereby the latter may enjoy to the fullest extent the right, title and interest herein conveyed. Such cooperation shall include prompt execution of all papers prepared at the expense of Assignee which are deemed necessary or desirable by Assignee to perfect in it the right, title and interest herein conveyed.

ARTICLE III – MISCELLANEOUS

Section 3.1 Representations and Warranties. Assignor makes no representations or warranties concerning the rights transferred under this Agreement.

Section 3.2 Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and shall be binding upon said Assignor, its successors, assigns and/or other legal representatives.

Section 3.3 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes all prior agreements, arrangements and understandings relating to the above subject matter hereof.

[signature page to follow]

IN WITNESS WHEREOF, Assignor has executed and delivered this instrument effective as of the date first written above.

Rubicon Medical Corporation

By 

Daniel P. Florin

Vice President and Corporate Controller

SCHEDULE A
Rubicon Patents and Patent Applications

Docket #	Filing #	Application #	Filing Date	Grant Date	Patent #
05-00353	02	10/186,255	28-Jun-02	04-Oct-05	6,951,570
05-00353	03	11/206,617	18-Aug-05		
05-00354	02	10/186,275	28-Jun-02	12-Apr-05	6,878,153
05-00355	02	10/290,099	07-Nov-02		
05-00355	03	10/464,725	18-Jun-03		
05-00356	02	10/186,292	28-Jun-02		6,997,939
05-00356	03	11/297,742	08-Dec-05		
05-00357	02	10/186,304	28-Jun-02	08-Nov-05	6,962,598
05-00357	03	11/206,702	18-Aug-05		
05-00359	02	10/832,565	27-Apr-04		
05-00360	02	10/936,857	09-Sep-04		
05-00361	02	10/936,886	09-Sep-04		
05-00362	02	11/017,561	20-Dec-04		
05-00363	01	10/800,522	15-Mar-04		
05-00364	01	11/032,365	10-Jan-05		
05-00368	01	09/796,693	02-Mar-01	13-May-03	6,562,058