

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Bryce Way	12/22/2008
Alberto Cantu	12/22/2008
Minh Tran	12/22/2008
RECEIVING PARTY DATA	
Name:	Vertos Medical, Inc.
Street Address:	2362 Qume Drive, Suite D
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	29326733
Application Number:	29326734
Application Number:	29326735
Application Number:	29326737
Application Number:	29326746
Application Number:	29326748
CORRESPONDENCE DATA	
Fax Number:	(650)493-6811
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(650)493-9300
Email:	apalladino@wsgr.com
Correspondent Name:	Wilson Sonsini Goodrich & Rosati
Address Line 1:	650 Page Mill Road
Address Line 4:	Palo Alto, CALIFORNIA 94304

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PATENT
REEL: 022073 FRAME: 0442

ATTORNEY DOCKET NUMBER:	36930-720.997 A-F
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NAME OF SUBMITTER:	Annette Palladino
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Total Attachments: 4

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WHEREAS, the undersigned:

WAY, Bryce
7140 Cero Crest Drive
San Jose CA 95138

CANTU, Alberto
647 Cole Street
San Francisco CA 94117

TRAN, Minh
10643 El Campo Ave
Fountain Valley CA
92708

(hereinafter "Inventor(s)), have invented certain new and useful improvements in

TISSUE MODIFICATION DEVICE

- ☒ for which Application No. 29/326,733 was filed on October 23, 2008 in the United States Patent Office;
- ☒ for which Application No. 29/326,734 was filed on October 23, 2008 in the United States Patent Office;
- ☒ for which Application No. 29/326,735 was filed on October 23, 2008 in the United States Patent Office;
- ☒ for which Application No. 29/326,737 was filed on October 23, 2008 in the United States Patent Office;
- ☒ for which Application No. 29/326,746 was filed on October 23, 2008 in the United States Patent Office; and
- ☒ for which Application No. 29/326,748 was filed on October 23, 2008 in the United States Patent Office;

(hereinafter "Application(s)").

WHEREAS, Vertos Medical, Inc., a corporation of the State of Delaware, having a place of business at 2362 Qume Drive, Suite D, San Jose CA 95131, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

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3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

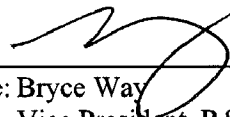
Date: 12/22/08 
Bryce WAY

Date: _____
Minh TRAN

Date: _____
Alberto CANTU

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: 12/22/08

By: 
Name: Bryce Way
Title: Vice President, R&D and Operations

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