

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT								
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT								
<b>CONVEYING PARTY DATA</b>									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Frederich Albert Lim ALAVAR</td> <td>01/14/2009</td> </tr> <tr> <td>Robert C. LADUCA</td> <td>01/14/2009</td> </tr> <tr> <td>Paul A. LADUCA</td> <td>01/14/2009</td> </tr> </tbody> </table>		Name	Execution Date	Frederich Albert Lim ALAVAR	01/14/2009	Robert C. LADUCA	01/14/2009	Paul A. LADUCA	01/14/2009
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Frederich Albert Lim ALAVAR	01/14/2009								
Robert C. LADUCA	01/14/2009								
Paul A. LADUCA	01/14/2009								
<b>RECEIVING PARTY DATA</b>									
<b>Name:</b>	Duke Fiduciary LLC								
<b>Street Address:</b>	2829 Mission Street								
<b>City:</b>	Santa Cruz								
<b>State/Country:</b>	CALIFORNIA								
<b>Postal Code:</b>	95060								
<b>PROPERTY NUMBERS Total: 1</b>									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12240833</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12240833				
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Application Number:	12240833								
<b>CORRESPONDENCE DATA</b>									
<b>Fax Number:</b>	(650)284-2180								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
<b>Phone:</b>	(650) 242-4210								
<b>Email:</b>	pmadlambayan@lbhip.com								
<b>Correspondent Name:</b>	Levine Bagade Han LLP								
<b>Address Line 1:</b>	2483 East Bayshore Road								
<b>Address Line 2:</b>	Suite 100								
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94303								
<b>ATTORNEY DOCKET NUMBER:</b>	DUKENZ01301								
<b>NAME OF SUBMITTER:</b>	Sanjay S. Bagade								

Total Attachments: 3  
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**PATENT  
 REEL: 022396 FRAME: 0355**

**OP \$40.00 12240833**

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**ASSIGNMENT  
JOINT**

THIS ASSIGNMENT, by Brice Maxime ARNAULT DE LA MENARDIERE, Frederick Albert Lim ALAVAR, Robert C. LaDUCA, and Paul A. LaDUCA (hereinafter referred to as the assignor), residing at 134 Cowell Street, Santa Cruz, CA 95060, USA; 2366 Sapwood Way, San Jose, California, 95131, USA; 100 Cottini Way, Santa Cruz, CA 95060, USA; and 3730 Misty Cove, Little Elm, TX 75068, USA, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements set forth in an application for Letters Patent of the United States entitled APPARATUS AND METHOD FOR DEPLOYING AN IMPLANTABLE DEVICE WITHIN THE BODY bearing Application No. 12/240,833, filed September 29, 2008; and

WHEREAS, DUKE FIDUCIARY, LLC, a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 2829 Mission Street, Santa Cruz, CA 95060, USA (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, for good and sufficient consideration, receipt of which is hereby acknowledged by assignors, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters

Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns. Such cost and expense shall include, but is not limited to, lost normal compensation of the respective assignor.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

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Date Brice Maxime ARNAULT DE LA MENARDIERE

01-14-09

\_\_\_\_\_  
Date Frederich Albert Lim ALAVAR

1/14/09  
Date

\_\_\_\_\_  
Robert C. LaDUCA

\_\_\_\_\_  
Date Paul A. LaDUCA

Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns. Such cost and expense shall include, but is not limited to, lost normal compensation of the respective assignor.

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