

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Paul A. Spence	12/14/1998
RECEIVING PARTY DATA	
Name:	Kinetics Corp.
Street Address:	170 Baytech Drive
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95134
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12336290
CORRESPONDENCE DATA	
Fax Number:	(408)736-3564
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	408-7363554
Email:	maryjo@acannonlaw.com
Correspondent Name:	Maria J. Cannon
Address Line 1:	942 Mesa Oak Court
Address Line 4:	Sunnyvale, CALIFORNIA 94086
ATTORNEY DOCKET NUMBER:	GUID-024CON14
NAME OF SUBMITTER:	Alan W. Cannon
Total Attachments: 1 source=Assignment_Executed_12_14_1998_Spence#page1.tif	

OP \$40.00 12336290

ASSIGNMENT

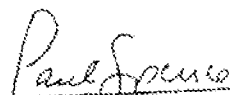
The undersigned, in connection with the formation of Kinetics Corp. (the "Company") and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby agree:

(i) to assign, transfer and convey to the Company all of the undersigned's right, title and interest in and to all intellectual property rights, developed or acquired on or prior to the date hereof, associated with or related to (A) the technology described in U.S. patent application Serial No. 08/936,184, filed September 17, 1997, and all resulting patents, including any divisions, substitutions, continuations, continuations-in-part, reissues, reexaminations, renewals or extensions thereof, and (B) all other trade secrets, know-how or other intellectual property related thereto and within the Field that have been conceived or reduced to practice by, or are otherwise owned or controlled by, the undersigned to enable the development for commercialization and the commercialization of Products (the "Technology") for use in the Field (the "Intellectual Property"); where "Field" means manipulation and presentation of the heart for surgical access using the Technology, and "Products" means any device, apparatus or other product incorporating all or any part of the Technology; and

(ii) to execute all necessary papers, and to cooperate fully with the Company to obtain, maintain or enforce for itself or its licensee or designee, patents, copyrights or other legal protection for such Intellectual Property.

The undersigned further represents and warrants that it is under no obligation to any person, entity or organization with respect to any rights in the Intellectual Property as above described that are, or reasonably could be construed to be, in conflict with this Assignment, and that the undersigned will enter into no agreement or arrangement that would create a conflict with this Assignment.

This Assignment may not be modified or terminated, in whole or in part. The undersigned has executed and delivered this Assignment effective this 14th day of December, 1998.



Paul Spence, M.D.

86498 v3

** TOTAL PAGE: 02 **

PATENT

RECORDED: 04/07/2009

REEL: 022516 FRAME: 0743