




Client Code: TRMED.014A

RECORDATION FORM COVER SHEET PATENTS ONLY

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

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <ol style="list-style-type: none"> 1. William Harwick Gruber 2. Ronald David Adams 3. Albert Chun-Chi Chin 4. Eric Karl Litscher 5. Roy Hewett Sullivan 6. Paul DiCesare 7. Jeffrey Radziunas 8. Daniel Vigliotti 9. Bryan Dale Knodel 10. Chris Scott Daniels 11. Kevin J. Vitito 12. Michael Anthony Lorenz 13. Paul P. Kolada 14. Ryan Scot. Crisp 15. Chris William Cienas 16. Ludwin M. Mora 17. Brent Lee Burchfield <p>Additional name(s) of conveying party(ies) attached?</p> <p align="center"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: INTERLACE MEDICAL, INC.</p> <p>Address: 139 Newbury Street</p> <p>City: Framingham State: MA</p> <p>ZIP: 01701</p> <p>Additional name(s) of receiving party(ies) attached?</p> <p align="center"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement</p> <p><input type="checkbox"/> Merger <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <ol style="list-style-type: none"> 1. May 8, 2008 2. May 7, 2008 3. May 7, 2008 4. May 7, 2008 5. May 8, 2008 6. May 6, 2008 7. May 6, 2008 8. May 6, 2008 9. June 4, 2008 10. April 21, 2008 11. April 21, 2008 12. April 21, 2008 13. April 21, 2008 14. April 21, 2008 15. April 21, 2008 16. April 21, 2008 17. April 21, 2008 	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p><input checked="" type="checkbox"/> Patent Application No.: 12/098,250</p> <p>Filing Date: April 4, 2008</p> <p>Additional numbers attached?</p> <p align="center"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995</p> <p>Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614</p> <p>Return Fax: (949) 760-9502</p> <p>Attorney's Docket No.: TRMED.015A</p>	<p>6. Total number of applications and patents involved: 1</p>

CH \$40.00 111410 12098250

<p>7. Total fee (37 CFR 1.21(h)): \$40</p> <p>(X) Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>						
<p>9. Statement and signature.</p> <p>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.</p> <table border="0"><tr><td data-bbox="162 441 454 514"><p><u>Thomas Y. Yee</u> Name of Person Signing</p></td><td data-bbox="552 420 1055 525"> Signature</td><td data-bbox="1136 399 1477 525"><u>5/8/2009</u> Date</td></tr><tr><td data-bbox="211 535 406 598"><p>57,013 Registration No.</p></td><td colspan="2"></td></tr></table> <p>Total number of pages including cover sheet, attachments and document: 38</p>		<p><u>Thomas Y. Yee</u> Name of Person Signing</p>	 Signature	<u>5/8/2009</u> Date	<p>57,013 Registration No.</p>		
<p><u>Thomas Y. Yee</u> Name of Person Signing</p>	 Signature	<u>5/8/2009</u> Date					
<p>57,013 Registration No.</p>							

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

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

7112152

Application No.: 12/098,250
Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT
Client Code: TRMED.014A
Page 1

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 15th day of April, 2008 and is by William Harwick Gruber, a U.S. citizen residing at 15 Fitzgerald Lane, Southborough, Massachusetts 01772; Ronald David Adams, a U.S. citizen residing at 18 Hillside Drive, Holliston, Massachusetts 01746; Albert Chun-Chi Chin, a U.S. citizen residing at 25 Bernard Street, Newton, Massachusetts 02461; Eric Karl Litscher, a U.S. citizen residing at 1 John Matthew Road, Hopkinton, Massachusetts 01748; Roy Hewett Sullivan, a U.S. citizen residing at 312 Williams Street, Uxbridge, Massachusetts 01569; Paul DiCesare, a U.S. citizen residing at 69 Wells Hill Road, Easton, Connecticut 06612; Jeffrey Radziunas, a U.S. citizen residing at 1125 Durham Road, Wallingford, Connecticut 06492; Daniel Vigliotti, a U.S. citizen residing at 164 Washington Avenue, Hamden, Connecticut 06518; Bryan Dale Knodel, a U.S. citizen residing at 6050 Saskan Ranch Circle, Flagstaff, Arizona 86001; Chris Scott Daniels, a U.S. citizen residing at 1379 Morning Avenue, Columbus, Ohio, 43212; Kevin J. Vititoe, a U.S. citizen residing at 938 Hillsdale Drive, Columbus, Ohio 43224; Michael Anthony Lorenz, a U.S. citizen residing at 205 Muskingum Drive, Gahanna, Ohio 43230; Paul P. Kolada, a U.S. citizen residing at 122 N. Stanwood Road, Bexley, Ohio 43209; Ryan Scott Crisp, a U.S. citizen residing at 7515 Blue Holly Drive, Lewis Center, Ohio 43035; Chris William Cicenias, a U.S. citizen residing at 115 Glen Crossing Drive, Pataskala, Ohio 43062; Ludwin M. Mora, a U.S. citizen residing at 144 East Granville Road, Worthington, Ohio 43085; and Brent Lee Burchfield, a U.S. citizen residing at 1450 Wren Lane, Powell, Ohio 43065 ("ASSIGNOR").

WHEREAS, ASSIGNOR has conceived of an invention ("Invention") disclosed in a patent application entitled METHOD, SYSTEM AND DEVICE FOR TISSUE REMOVAL and filed in the United States Patent and Trademark Office, on April 4, 2008 as Application No. 12/098,250 ("Application");

WHEREAS, INTERLACE MEDICAL, INC., a Delaware corporation having offices at 139 Newbury Street, Framingham, Massachusetts 01701 ("ASSIGNEE") desires to acquire and confirm the entire right, title, and interest in and to the Invention and the Application, 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, transfer, and set over to ASSIGNEE, its successors, legal representatives, and assigns, to the extent not already done so 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 improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;

B. The Application, 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 Application or claiming the benefit thereof that have been or may hereafter be filed in the United States or in any foreign country and all continuations, divisionals, and continuations in part of the Application (collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, copyright registrations, reproduction rights, and waives any and all moral rights under 17 U.S.C. § 106A or otherwise.

Application No.: 12/098,250
Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT
Client Code: TRMED.014A
Page 2

D. 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.

E. All causes of action for infringement of, all damages for, and all remedies for all rights related to the Invention, the Application, and/or the Related Applications, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom, whether accruing before or after this Assignment.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts of which ASSIGNOR has knowledge respecting the Invention, Application, or Related Applications; to assist in the preparation of any other applications relating to the invention, to testify in any legal proceeding; to sign all documents, make all rightful oaths and declarations; and to generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This 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 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 Agreement is fully assignable by ASSIGNEE. The obligations set forth in this 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 Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the state or federal courts of California, in the county of Orange, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this 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, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity or enforceability of such rights. ASSIGNOR further acknowledges that ASSIGNEE'S patent counsel presenting this Agreement does not represent ASSIGNOR personally, and ASSIGNOR has the right to seek independent counsel of his or her choosing. No course of conduct or dealing between the parties shall act as an amendment, modification or

Application No.: 12/098,250
Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT
Client Code: TRMED.014A
Page 3

waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective.

(The remainder of this page is intentionally left blank. The signature page(s) follows.)

Application No.: 12/098,250
Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT
Client Code: TRMED.014A
Page 4

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 8 day of May, 2008.


William Harwick Gruber

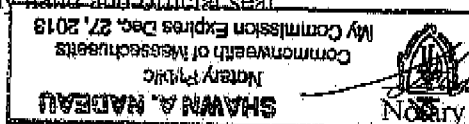
STATE OF Massachusetts }
COUNTY OF Middlesex } ss.

On May 8, 2008, before me, Shawn A. Nadeau, notary public, personally appeared William Harwick Gruber who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that William Harwick Gruber executed the same in William Harwick Gruber's authorized capacity, and that by William Harwick Gruber's signature on the instrument the person, or the entity upon behalf of which the person 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.

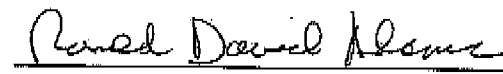
WITNESS my hand and official seal.

[SEAL]




Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 7th day of May, 2008


Ronald David Adams

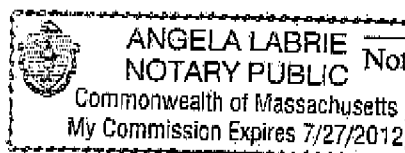
STATE OF Massachusetts }
COUNTY OF Middlesex } ss.

On 5/7/08, before me, Angela Labrie, notary public, personally appeared Ronald David Adams who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Ronald David Adams executed the same in Ronald David Adams' authorized capacity, and that by Ronald David Adams' signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ ^{Massachusetts} that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]




Notary Signature

PATENT
REEL: 022666 FRAME: 0144

Application No.: 12/098,250
Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT

Client Code: TRMED.014A

Page 5

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 7th day of May, 2008

Albert Chun-Chi Chin
Albert Chun-Chi Chin

STATE OF Massachusetts
COUNTY OF Middlesex } ss.

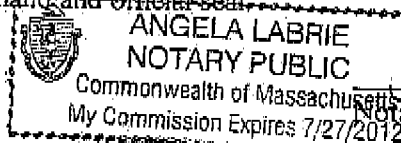
On 5/7/08, before me, Angela Labrie, notary public, personally appeared Albert Chun-Chi Chin who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Albert Chun-Chi Chin executed the same in Albert Chun-Chi Chin's authorized capacity, and that by Albert Chun-Chi Chin's signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Massachusetts

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]



Angela Labrie
Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 7 day of May, 2008

Eric Karl Litscher
Eric Karl Litscher

STATE OF Massachusetts
COUNTY OF Middlesex } ss.

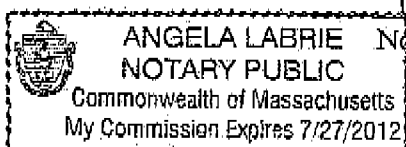
On 5/7/08, before me, Angela Labrie, notary public, personally appeared Eric Karl Litscher who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Eric Karl Litscher executed the same in Eric Karl Litscher's authorized capacity, and that by Eric Karl Litscher's signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Massachusetts

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]



Angela Labrie
Notary Signature

PATENT

REEL: 022666 FRAME: 0145

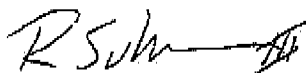
ASSIGNMENT AGREEMENT

Client Code: TRMED.014A

Page 6

Application No.: 12/098,250

Filing Date: April 4, 2008

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 8 day ofMAY, 2008

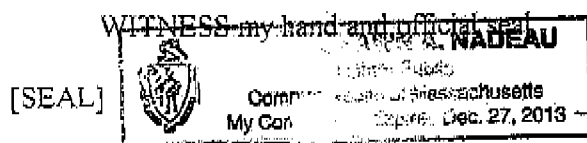
Roy Hewett Sullivan

RJ

STATE OF Massachusetts }
COUNTY OF Middlesex } ss.

On 8 May 2008, before me, Sharon A. Nadeau notary public, personally appeared Roy Hewett Sullivan who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Roy Hewett Sullivan executed the same in Roy Hewett Sullivan's authorized capacity, and that by Roy Hewett Sullivan's signature on the instrument the person, or the entity upon behalf of which the person 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.


Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

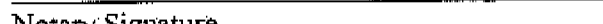

Paul DiCesareSTATE OF _____ }
COUNTY OF _____ } ss.

On _____, before me, _____, notary public, personally appeared Paul DiCesare who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Paul DiCesare executed the same in Paul DiCesare's authorized capacity, and that by Paul DiCesare's signature on the instrument the person, or the entity upon behalf of which the person 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]


Notary Signature

PATENT

REEL: 022666 FRAME: 0146

ASSIGNMENT AGREEMENT

Application No.: 12/098,250

Client Code: TRMED.014A

Filing Date: April 4, 2008

Page 7

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

Jeffrey Radziunas

STATE OF }
COUNTY OF } ss.

On _____, before me, _____, notary public, personally appeared Jeffrey Radziunas who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Jeffrey Radziunas executed the same in Jeffrey Radziunas' authorized capacity, and that by Jeffrey Radziunas' signature on the instrument the person, or the entity upon behalf of which the person 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]

Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

Daniel Vigliotti

STATE OF }
COUNTY OF } ss.

On _____, before me, _____, notary public, personally appeared Daniel Vigliotti who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Daniel Vigliotti executed the same in Daniel Vigliotti's authorized capacity, and that by Daniel Vigliotti's signature on the instrument the person, or the entity upon behalf of which the person 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]

Notary Signature

Application No.: 12/098,250
 Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT
 Client Code: TRMED.014A
 Page 8

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of _____, 20__.

STATE OF _____

 Bryan Dale Knodel

COUNTY OF _____

} ss.

On _____, before me, _____, notary public, personally appeared Bryan Dale Knodel who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Bryan Dale Knodel executed the same in Bryan Dale Knodel's authorized capacity, and that by Bryan Dale Knodel's signature on the instrument the person, or the entity upon behalf of which the person 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]

 Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 4.21.08 day of April, 2008.

 Chris Scott Daniels

STATE OF OH

COUNTY OF Licking

} ss.

On APRIL 21, 2008, before me, HERMAN E. JONES, notary public, personally appeared Chris Scott Daniels who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Chris Scott Daniels executed the same in Chris Scott Daniels' authorized capacity, and that by Chris Scott Daniels' signature on the instrument the person, or the entity upon behalf of which the person 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]

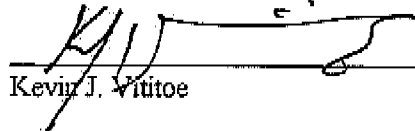
HERMAN E. JONES
 NOTARY PUBLIC, STATE OF OHIO
 MY COMMISSION EXPIRES AUGUST 2, 2009

 Notary Signature

Application No.: 12/098,250
Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT
Client Code: TRMED.014A
Page 9

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 21 day of APRIL, 2008


Kevin J. Vititoe

STATE OF OH }
COUNTY OF Licking } ss.

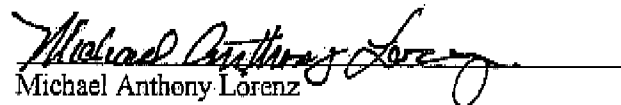
On APRIL 21, 2008, before me, HERMAN E. JONES, notary public, personally appeared Kevin J. Vititoe who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Kevin J. Vititoe executed the same in Kevin J. Vititoe's authorized capacity, and that by Kevin J. Vititoe's signature on the instrument the person, or the entity upon behalf of which the person 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] HERMAN E. JONES
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUGUST 2, 2009


Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 21 day of APRIL, 2008.


Michael Anthony Lorenz

STATE OF OH }
COUNTY OF Licking } ss.

On APRIL 21, 2008, before me, HERMAN E. JONES, notary public, personally appeared Michael Anthony Lorenz who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Michael Anthony Lorenz executed the same in Michael Anthony Lorenz's authorized capacity, and that by Michael Anthony Lorenz's signature on the instrument the person, or the entity upon behalf of which the person 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.

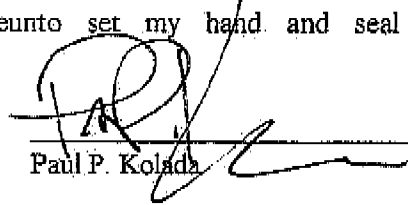
WITNESS my hand and official seal.
[SEAL] HERMAN E. JONES
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUGUST 2, 2009


Notary Signature

Application No.: 12/098,250
Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT
Client Code: TRMED.014A
Page 10

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 21 day of April, 2008


Paul P. Kolada

STATE OF OH }
COUNTY OF Licking } ss.

On April 21, 2008, before me, Herman E. Jones, notary public, personally appeared Paul P. Kolada who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Paul P. Kolada executed the same in Paul P. Kolada's authorized capacity, and that by Paul P. Kolada's signature on the instrument the person, or the entity upon behalf of which the person 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.

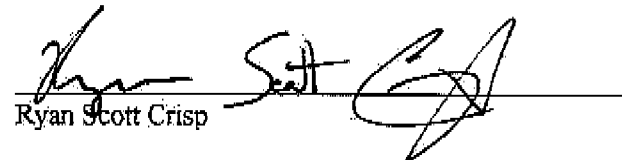
WITNESS my hand and official seal.

[SEAL]

HERMAN E. JONES
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUGUST 2, 2009


Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 21 day of April, 2008.


Ryan Scott Crisp

STATE OF OH }
COUNTY OF Licking } ss.


On April 21, 2008, before me, Herman E. Jones, notary public, personally appeared Ryan Scott Crisp who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Ryan Scott Crisp executed the same in Ryan Scott Crisp's authorized capacity, and that by Ryan Scott Crisp's signature on the instrument the person, or the entity upon behalf of which the person 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]

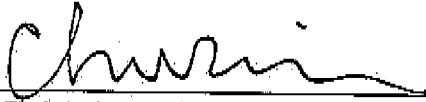
HERMAN E. JONES
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUGUST 2, 2009


Notary Signature

Application No.: 12/098,250
Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT
Client Code: TRMED.014A
Page 11

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 21st day of April, 2008


Chris William Cienas

STATE OF OH }
COUNTY OF LICKING } ss.

On April 21, 2008, before me, Herman E. Jones, notary public, personally appeared Chris William Cienas who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Chris William Cienas executed the same in Chris William Cienas' authorized capacity, and that by Chris William Cienas' signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

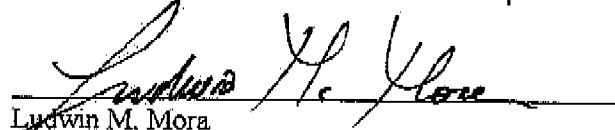
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL] HERMAN E. JONES
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUGUST 2, 2009


Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 21 day of April, 2008


Ludwin M. Mora

STATE OF OH }
COUNTY OF LICKING } ss.

On April 21, 2008, before me, Herman E. Jones, notary public, personally appeared Ludwin M. Mora who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Ludwin M. Mora executed the same in Ludwin M. Mora's authorized capacity, and that by Ludwin M. Mora's signature on the instrument the person, or the entity upon behalf of which the person 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.

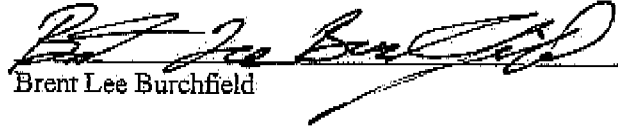
[SEAL] HERMAN E. JONES
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUGUST 2, 2009


Notary Signature

Application No.: 12/098,250
 Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT
 Client Code: TRMED.014A
 Page 12

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 21 day of April, 2008.


 Brent Lee Burchfield

STATE OF OH }
 COUNTY OF CLICKIN } ss.

On APRIL 21 2008, before me, HERMAN E. JONES, notary public, personally appeared Brent Lee Burchfield who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Brent Lee Burchfield executed the same in Brent Lee Burchfield's authorized capacity, and that by Brent Lee Burchfield's signature on the instrument the person, or the entity upon behalf of which the person 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]

HERMAN E. JONES
 NOTARY PUBLIC, STATE OF OHIO
 MY COMMISSION EXPIRES AUGUST 2, 2009

5152496


 Notary Signature

Application No.: 12/098,250
Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT
Client Code: TRMED.014A
Page 1

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 15th day of April, 2008 and is by William Harwick Gruber, a U.S. citizen residing at 15 Fitzgerald Lane, Southborough, Massachusetts 01772; Ronald David Adams, a U.S. citizen residing at 18 Hillside Drive, Holliston, Massachusetts 01746; Albert Chun-Chi Chin, a U.S. citizen residing at 25 Bernard Street, Newton, Massachusetts 02461; Eric Karl Litscher, a U.S. citizen residing at 1 John Matthew Road, Hopkinton, Massachusetts 01748; Roy Hewett Sullivan, a U.S. citizen residing at 312 Williams Street, Uxbridge, Massachusetts 01569; Paul DiCesare, a U.S. citizen residing at 69 Wells Hill Road, Easton, Connecticut 06612; Jeffrey Radziunas, a U.S. citizen residing at 1125 Durham Road, Wallingford, Connecticut 06492; Daniel Vigliotti, a U.S. citizen residing at 164 Washington Avenue, Hamden, Connecticut 06518; Bryan Dale Knodel, a U.S. citizen residing at 6050 Saskan Ranch Circle, Flagstaff, Arizona 86001; Chris Scott Daniels, a U.S. citizen residing at 1379 Morning Avenue, Columbus, Ohio, 43212; Kevin J. Vittoe, a U.S. citizen residing at 938 Hillsdale Drive, Columbus, Ohio 43224; Michael Anthony Lorenz, a U.S. citizen residing at 205 Muskingum Drive, Gahanna, Ohio 43230; Paul P. Kolada, a U.S. citizen residing at 122 N. Stanwood Road, Bexley, Ohio 43209; Ryan Scott Crisp, a U.S. citizen residing at 7515 Blue Holly Drive, Lewis Center, Ohio 43035; Chris William Cienas, a U.S. citizen residing at 115 Glen Crossing Drive, Pataskala, Ohio 43062; Ludwin M. Mora, a U.S. citizen residing at 144 East Granville Road, Worthington, Ohio 43085; and Brent Lee Burchfield, a U.S. citizen residing at 1450 Wren Lane, Powell, Ohio 43065 ("ASSIGNOR").

WHEREAS, ASSIGNOR has conceived of an invention ("Invention") disclosed in a patent application entitled METHOD, SYSTEM AND DEVICE FOR TISSUE REMOVAL and filed in the United States Patent and Trademark Office, on April 4, 2008 as Application No. 12/098,250 ("Application");

WHEREAS, INTERLACE MEDICAL, INC., a Delaware corporation having offices at 139 Newbury Street, Framingham, Massachusetts 01701 ("ASSIGNEE") desires to acquire and confirm the entire right, title, and interest in and to the Invention and the Application, 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, transfer, and set over to ASSIGNEE, its successors, legal representatives, and assigns, to the extent not already done so 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 improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;

B. The Application, 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 Application or claiming the benefit thereof that have been or may hereafter be filed in the United States or in any foreign country and all continuations, divisionals, and continuations in part of the Application (collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, copyright registrations, reproduction rights, and waives any and all moral rights under 17 U.S.C. § 106A or otherwise.

Application No.: 12/098,230
Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT
Client Code: TRMED.014A
Page 2

D. 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.

E. All causes of action for infringement of, all damages for, and all remedies for all rights related to the Invention, the Application, and/or the Related Applications, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom, whether accruing before or after this Assignment.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts of which ASSIGNOR has knowledge respecting the Invention, Application, or Related Applications; to assist in the preparation of any other applications relating to the invention, to testify in any legal proceeding; to sign all documents, make all rightful oaths and declarations; and to generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This 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 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 Agreement is fully assignable by ASSIGNEE. The obligations set forth in this 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 Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the state or federal courts of California, in the county of Orange, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this 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, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity or enforceability of such rights. ASSIGNOR further acknowledges that ASSIGNEE'S patent counsel presenting this Agreement does not represent ASSIGNOR personally, and ASSIGNOR has the right to seek independent counsel of his or her choosing. No course of conduct or dealing between the parties shall act as an amendment, modification or

Application No.: 12/098,250
Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT
Client Code: TRMED.014A
Page 3

waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective.

(The remainder of this page is intentionally left blank. The signature page(s) follows.)

Application No.: 12/098,250
Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT
Client Code: TRMED.014A
Page 4

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__

STATE OF }
COUNTY OF } ss.

William Harwick Gruber

On _____, before me, _____, notary public, personally appeared William Harwick Gruber who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that William Harwick Gruber executed the same in William Harwick Gruber's authorized capacity, and that by William Harwick Gruber's signature on the instrument the person, or the entity upon behalf of which the person 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]

Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__

STATE OF }
COUNTY OF } ss.

Ronald David Adams

On _____, before me, _____, notary public, personally appeared Ronald David Adams who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Ronald David Adams executed the same in Ronald David Adams' authorized capacity, and that by Ronald David Adams' signature on the instrument the person, or the entity upon behalf of which the person 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]

Notary Signature

Application No.: 12/098,250
 Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT
 Client Code: TRMED.014A
 Page 5

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

STATE OF

COUNTY OF

}
 } ss.
 }

 Albert Chun-Chi Chin

On _____, before me, _____, notary public, personally appeared Albert Chun-Chi Chin who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Albert Chun-Chi Chin executed the same in Albert Chun-Chi Chin's authorized capacity, and that by Albert Chun-Chi Chin's signature on the instrument the person, or the entity upon behalf of which the person 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]

 Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

STATE OF

COUNTY OF

}
 } ss.
 }

 Eric Karl Litscher

On _____, before me, _____, notary public, personally appeared Eric Karl Litscher who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Eric Karl Litscher executed the same in Eric Karl Litscher's authorized capacity, and that by Eric Karl Litscher's signature on the instrument the person, or the entity upon behalf of which the person 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]

 Notary Signature

ASSIGNMENT AGREEMENT

Application No.: 12/098,250
 Filing Date: April 4, 2008

Client Code: TRMED.014A
 Page 6

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

 Roy Hewett Sullivan

STATE OF }
 } ss.
 COUNTY OF }

On _____, before me, _____, notary public, personally appeared Roy Hewett Sullivan who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Roy Hewett Sullivan executed the same in Roy Hewett Sullivan's authorized capacity, and that by Roy Hewett Sullivan's signature on the instrument the person, or the entity upon behalf of which the person 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]

 Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 6th day of May, 2008.

 Paul DiCesare

STATE OF Connecticut }
 } ss. Shelton
 COUNTY OF Fairfield }

On 5/6/08, before me, Richard Denton, notary public, personally appeared Paul DiCesare who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Paul DiCesare executed the same in Paul DiCesare's authorized capacity, and that by Paul DiCesare's signature on the instrument the person, or the entity upon behalf of which the person 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]

 Notary Signature
 Commission Expires 4-30-2012

ASSIGNMENT AGREEMENT

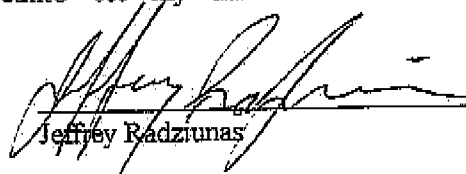
Client Code: TRMED.014A

Page 7

Application No.: 12/098,250

Filing Date: April 4, 2008

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 6th day of May, 2008.


Jeffrey Radziunas

STATE OF Connecticut }
COUNTY OF Fairfield } ss. Shelton

On 5/6/08, before me, Richard Denton, notary public, personally appeared Jeffrey Radziunas who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Jeffrey Radziunas executed the same in Jeffrey Radziunas' authorized capacity, and that by Jeffrey Radziunas' signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

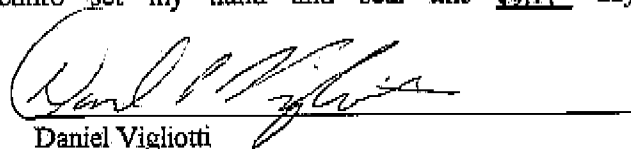
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]


Notary Signature
Commission Expires 4-30-2012

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 6th day of May, 2008.


Daniel Vigliotti

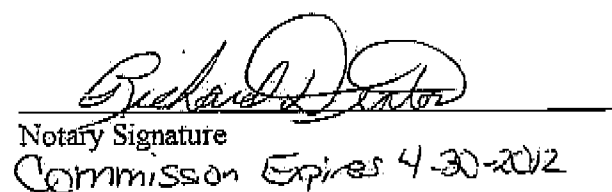
STATE OF Connecticut }
COUNTY OF Fairfield } ss. Shelton

On 5/6/08, before me, Richard Denton, notary public, personally appeared Daniel Vigliotti who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Daniel Vigliotti executed the same in Daniel Vigliotti's authorized capacity, and that by Daniel Vigliotti's signature on the instrument the person, or the entity upon behalf of which the person 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]


Notary Signature
Commission Expires 4-30-2012

PATENT

REEL: 022666 FRAME: 0159

Application No.: 12/098,250
 Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT

Client Code: TRMED.014A

Page 8

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

 Bryan Dale Knodel

STATE OF }
 } ss.
 COUNTY OF }

On _____, before me, _____, notary public, personally appeared Bryan Dale Knodel who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Bryan Dale Knodel executed the same in Bryan Dale Knodel's authorized capacity, and that by Bryan Dale Knodel's signature on the instrument the person, or the entity upon behalf of which the person 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]

 Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

 Chris Scott Daniels

STATE OF }
 } ss.
 COUNTY OF }

On _____, before me, _____, notary public, personally appeared Chris Scott Daniels who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Chris Scott Daniels executed the same in Chris Scott Daniels' authorized capacity, and that by Chris Scott Daniels' signature on the instrument the person, or the entity upon behalf of which the person 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]

 Notary Signature

Application No.: 12/098,250

Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT

Client Code: TRMED.014A

Page 9

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of _____, 20__.

STATE OF _____ }
COUNTY OF _____ } ss.

Kevin J. Vittoe

On _____, before me, _____, notary public, personally appeared Kevin J. Vittoe who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Kevin J. Vittoe executed the same in Kevin J. Vittoe's authorized capacity, and that by Kevin J. Vittoe's signature on the instrument the person, or the entity upon behalf of which the person 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]

Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of _____, 20__.

STATE OF _____ }
COUNTY OF _____ } ss.

Michael Anthony Lorenz

On _____, before me, _____, notary public, personally appeared Michael Anthony Lorenz who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Michael Anthony Lorenz executed the same in Michael Anthony Lorenz's authorized capacity, and that by Michael Anthony Lorenz's signature on the instrument the person, or the entity upon behalf of which the person 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]

Notary Signature

Application No.: 12/098,250
 Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT

Client Code: TRMED.014A

Page 10

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of
 _____, 20__.

 Paul P. Kolada

STATE OF

}

ss.

COUNTY OF

On _____, before me, _____, notary public, personally appeared Paul P. Kolada who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Paul P. Kolada executed the same in Paul P. Kolada's authorized capacity, and that by Paul P. Kolada's signature on the instrument the person, or the entity upon behalf of which the person 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]

 Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of
 _____, 20__.

 Ryan Scott Crisp

STATE OF

}

ss.

COUNTY OF

On _____, before me, _____, notary public, personally appeared Ryan Scott Crisp who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Ryan Scott Crisp executed the same in Ryan Scott Crisp's authorized capacity, and that by Ryan Scott Crisp's signature on the instrument the person, or the entity upon behalf of which the person 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]

 Notary Signature

PATENT**REEL: 022666 FRAME: 0162**

Application No.: 12/098,250
 Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT
 Client Code: TRMED.014A
 Page 11

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

STATE OF _____ }
 COUNTY OF _____ } ss.
 Chris William Cicenias

On _____, before me, _____, notary public, personally appeared Chris William Cicenias who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Chris William Cicenias executed the same in Chris William Cicenias' authorized capacity, and that by Chris William Cicenias' signature on the instrument the person, or the entity upon behalf of which the person 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]

 Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

STATE OF _____ }
 COUNTY OF _____ } ss.
 Ludwin M. Mora

On _____, before me, _____, notary public, personally appeared Ludwin M. Mora who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Ludwin M. Mora executed the same in Ludwin M. Mora's authorized capacity, and that by Ludwin M. Mora's signature on the instrument the person, or the entity upon behalf of which the person 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]

 Notary Signature

Application No.: 12/098,250
Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT
Client Code: TRMED.014A
Page 12

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

Brent Lee Burchfield

STATE OF }
 } ss.
COUNTY OF }

On _____, before me, _____, notary public, personally appeared Brent Lee Burchfield who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Brent Lee Burchfield executed the same in Brent Lee Burchfield's authorized capacity, and that by Brent Lee Burchfield's signature on the instrument the person, or the entity upon behalf of which the person 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]

Notary Signature

5152496

Application No.: 12/098,250
Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT
Client Code: TRMED.014A
Page i

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 15th day of April, 2008 and is by William Harwick Gruber, a U.S. citizen residing at 15 Fitzgerald Lane, Southborough, Massachusetts 01772; Ronald David Adams, a U.S. citizen residing at 18 Hillside Drive, Holliston, Massachusetts 01746; Albert Chun-Chi Chin, a U.S. citizen residing at 25 Bernard Street, Newton, Massachusetts 02461; Eric Karl Litscher, a U.S. citizen residing at 1 John Matthew Road, Hopkinton, Massachusetts 01748; Roy Hewett Sullivan, a U.S. citizen residing at 312 Williams Street, Uxbridge, Massachusetts 01569; Paul DiCesare, a U.S. citizen residing at 69 Wells Hill Road, Easton, Connecticut 06612; Jeffrey Radziunas, a U.S. citizen residing at 1125 Durham Road, Wallingford, Connecticut 06492; Daniel Vigliotti, a U.S. citizen residing at 164 Washington Avenue, Hamden, Connecticut 06518; Bryan Dale Knodel, a U.S. citizen residing at 6050 Saskan Ranch Circle, Flagstaff, Arizona 86001; Chris Scott Daniels, a U.S. citizen residing at 1379 Morning Avenue, Columbus, Ohio, 43212; Kevin J. Vititoe, a U.S. citizen residing at 938 Hillsdale Drive, Columbus, Ohio 43224; Michael Anthony Lorenz, a U.S. citizen residing at 205 Muskingum Drive, Gahanna, Ohio 43230; Paul P. Kolada, a U.S. citizen residing at 122 N. Stanwood Road, Bexley, Ohio 43209; Ryan Scott Crisp, a U.S. citizen residing at 7515 Blue Holly Drive, Lewis Center, Ohio 43035; Chris William Cienas, a U.S. citizen residing at 115 Glen Crossing Drive, Pataskala, Ohio 43062; Ludwin M. Mora, a U.S. citizen residing at 144 East Granville Road, Worthington, Ohio 43085; and Brent Lee Burchfield, a U.S. citizen residing at 1450 Wren Lane, Powell, Ohio 43065 ("ASSIGNOR").

WHEREAS, ASSIGNOR has conceived of an invention ("Invention") disclosed in a patent application entitled METHOD, SYSTEM AND DEVICE FOR TISSUE REMOVAL and filed in the United States Patent and Trademark Office, on April 4, 2008 as Application No. 12/098,250 ("Application");

WHEREAS, INTERLACE MEDICAL, INC., a Delaware corporation having offices at 139 Newbury Street, Framingham, Massachusetts 01701 ("ASSIGNEE") desires to acquire and confirm the entire right, title, and interest in and to the Invention and the Application, 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, transfer, and set over to ASSIGNEE, its successors, legal representatives, and assigns, to the extent not already done so 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 improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;

B. The Application, 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 Application or claiming the benefit thereof that have been or may hereafter be filed in the United States or in any foreign country and all continuations, divisionals, and continuations in part of the Application (collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, copyright registrations, reproduction rights, and waives any and all moral rights under 17 U.S.C. § 106A or otherwise.

Application No.: 12/098,250
Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT
Client Code: TRMED.014A
Page 2

D. 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.

E. All causes of action for infringement of, all damages for, and all remedies for all rights related to the Invention, the Application, and/or the Related Applications, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom, whether accruing before or after this Assignment.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts of which ASSIGNOR has knowledge respecting the Invention, Application, or Related Applications; to assist in the preparation of any other applications relating to the invention, to testify in any legal proceeding; to sign all documents, make all rightful oaths and declarations; and to generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This 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 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 Agreement is fully assignable by ASSIGNEE. The obligations set forth in this 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 Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the state or federal courts of California, in the county of Orange, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this 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, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity or enforceability of such rights. ASSIGNOR further acknowledges that ASSIGNEE'S patent counsel presenting this Agreement does not represent ASSIGNOR personally, and ASSIGNOR has the right to seek independent counsel of his or her choosing. No course of conduct or dealing between the parties shall act as an amendment, modification or

ASSIGNMENT AGREEMENT

Application No.: 12/098,250

Client Code: TRMED.014A

Filing Date: April 4, 2008

Page 3

waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective.

(The remainder of this page is intentionally left blank. The signature page(s) follows.)

Application No.: 12/098,250
 Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT

Client Code: TRMED.014A

Page 4

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

STATE OF

COUNTY OF

}
 } ss.
 }

 William Harwick Gruber

On _____, before me, _____, notary public, personally appeared William Harwick Gruber who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that William Harwick Gruber executed the same in William Harwick Gruber's authorized capacity, and that by William Harwick Gruber's signature on the instrument the person, or the entity upon behalf of which the person 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]

 Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

STATE OF

COUNTY OF

}
 } ss.
 }

 Ronald David Adams

On _____, before me, _____, notary public, personally appeared Ronald David Adams who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Ronald David Adams executed the same in Ronald David Adams' authorized capacity, and that by Ronald David Adams' signature on the instrument the person, or the entity upon behalf of which the person 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]

 Notary Signature

Application No.: 12/098,250
Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT
Client Code: TRMED:014A
Page 5

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

Albert Chun-Chi Chin

STATE OF }
COUNTY OF } ss.

On _____, before me, _____, notary public, personally appeared Albert Chun-Chi Chin who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Albert Chun-Chi Chin executed the same in Albert Chun-Chi Chin's authorized capacity, and that by Albert Chun-Chi Chin's signature on the instrument the person, or the entity upon behalf of which the person 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]

Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

Eric Karl Litscher

STATE OF }
COUNTY OF } ss.

On _____, before me, _____, notary public, personally appeared Eric Karl Litscher who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Eric Karl Litscher executed the same in Eric Karl Litscher's authorized capacity, and that by Eric Karl Litscher's signature on the instrument the person, or the entity upon behalf of which the person 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]

Notary Signature

Application No.: 12/098,250
 Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT

Client Code: TRMED.014A

Page 6

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

STATE OF }
 } ss.
 COUNTY OF }

 Roy Hewett Sullivan

On _____, before me, _____, notary public, personally appeared Roy Hewett Sullivan who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Roy Hewett Sullivan executed the same in Roy Hewett Sullivan's authorized capacity, and that by Roy Hewett Sullivan's signature on the instrument the person, or the entity upon behalf of which the person 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]

 Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

STATE OF }
 } ss.
 COUNTY OF }

 Paul DiCesare

On _____, before me, _____, notary public, personally appeared Paul DiCesare who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Paul DiCesare executed the same in Paul DiCesare's authorized capacity, and that by Paul DiCesare's signature on the instrument the person, or the entity upon behalf of which the person 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]

 Notary Signature

Application No.: 12/098,250
Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT
Client Code: TRMED.014A
Page 7

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

Jeffrey Radziunas

STATE OF }
COUNTY OF } ss.

On _____, before me, _____, notary public, personally appeared Jeffrey Radziunas who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Jeffrey Radziunas executed the same in Jeffrey Radziunas' authorized capacity, and that by Jeffrey Radziunas' signature on the instrument the person, or the entity upon behalf of which the person 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]

Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

Daniel Vigliotti

STATE OF }
COUNTY OF } ss.

On _____, before me, _____, notary public, personally appeared Daniel Vigliotti who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Daniel Vigliotti executed the same in Daniel Vigliotti's authorized capacity, and that by Daniel Vigliotti's signature on the instrument the person, or the entity upon behalf of which the person 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]

Notary Signature

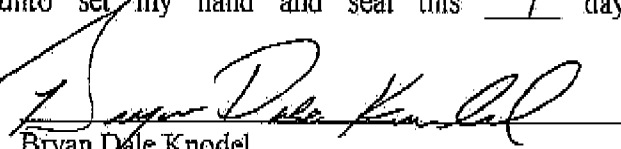
Application No.: 12/098,250
Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT

Client Code: TRMED.014A

Page 8

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 4 day of June, 2008.


Bryan Dale Knodel

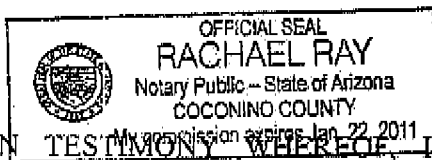
STATE OF Arizona }
COUNTY OF Cocconino } ss.


On 6/4/2008, before me, Rachael Ray ~~Bryan Dale Knodel~~, notary public, personally appeared Bryan Dale Knodel who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Bryan Dale Knodel executed the same in Bryan Dale Knodel's authorized capacity, and that by Bryan Dale Knodel's signature on the instrument the person, or the entity upon behalf of which the person 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]




Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of _____, 20__.

Chris Scott Daniels

STATE OF _____ }
COUNTY OF _____ } ss.

On _____, before me, _____, notary public, personally appeared Chris Scott Daniels who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Chris Scott Daniels executed the same in Chris Scott Daniels' authorized capacity, and that by Chris Scott Daniels' signature on the instrument the person, or the entity upon behalf of which the person 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]

Notary Signature

ASSIGNMENT AGREEMENT

Application No.: 12/098,250
 Filing Date: April 4, 2008

Client Code: TRMED.014A
 Page 9

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

 Kevin J. Vititoe

STATE OF }
 } ss.
 COUNTY OF }

On _____, before me, _____, notary public, personally appeared Kevin J. Vititoe who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Kevin J. Vititoe executed the same in Kevin J. Vititoe's authorized capacity, and that by Kevin J. Vititoe's signature on the instrument the person, or the entity upon behalf of which the person 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]

 Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

 Michael Anthony Lorenz

STATE OF }
 } ss.
 COUNTY OF }

On _____, before me, _____, notary public, personally appeared Michael Anthony Lorenz who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Michael Anthony Lorenz executed the same in Michael Anthony Lorenz's authorized capacity, and that by Michael Anthony Lorenz's signature on the instrument the person, or the entity upon behalf of which the person 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]

 Notary Signature

ASSIGNMENT AGREEMENT

Client Code: TRMED.014A

Page 10

Application No.: 12/098,250

Filing Date: April 4, 2008

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

Paul P. Kolada

STATE OF }
COUNTY OF } ss.

On _____, before me, _____, notary public, personally appeared Paul P. Kolada who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Paul P. Kolada executed the same in Paul P. Kolada's authorized capacity, and that by Paul P. Kolada's signature on the instrument the person, or the entity upon behalf of which the person 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]

Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

Ryan Scott Crisp

STATE OF }
COUNTY OF } ss.

On _____, before me, _____, notary public, personally appeared Ryan Scott Crisp who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Ryan Scott Crisp executed the same in Ryan Scott Crisp's authorized capacity, and that by Ryan Scott Crisp's signature on the instrument the person, or the entity upon behalf of which the person 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]

Notary Signature

Application No.: 12/098,250
Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT
Client Code: TRMED.014A
Page 11

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

Chris William Cienas

STATE OF }
 }
COUNTY OF } ss.

On _____, before me, _____, notary public, personally appeared Chris William Cienas who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Chris William Cienas executed the same in Chris William Cienas' authorized capacity, and that by Chris William Cienas' signature on the instrument the person, or the entity upon behalf of which the person 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]

Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

Ludwin M. Mora

STATE OF }
 }
COUNTY OF } ss.

On _____, before me, _____, notary public, personally appeared Ludwin M. Mora who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Ludwin M. Mora executed the same in Ludwin M. Mora's authorized capacity, and that by Ludwin M. Mora's signature on the instrument the person, or the entity upon behalf of which the person 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]

Notary Signature

Application No.: 12/098,250
Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT
Client Code: TRMED.01+A
Page 12

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

Brent Lee Burchfield

STATE OF }
COUNTY OF } ss.

On _____, before me, _____, notary public, personally appeared Brent Lee Burchfield who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Brent Lee Burchfield executed the same in Brent Lee Burchfield's authorized capacity, and that by Brent Lee Burchfield's signature on the instrument the person, or the entity upon behalf of which the person 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]

Notary Signature

5152496