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.

1. Name of conveying party(les): (List using letters or numbers for multiple parties) 1. William Harwick Gruber 2. Ronald David Adams 3. Albert Chur-Ch Chin 4. Eric Karl Litscher 5. Roy Hewett Sullivan 6. Paul DiCesare 7. Jeffrey Radzunas 8. Daniel Vigliotti 9. Bryan Date Knodel 10. Chris Scott Daniels 11. Kevin J. Villiote 12. Michael Arthony Lorenz 13. Paul P. Kolada 14. Ryan Scot: Crisp 15. Chr S William Cicenas 16. Ludwin M. Mora 17. Brent Lee Burchfield Additional name(s) of conveying party(les) attached? () Yes (X) No 3. Nature of conveyance: (X) Assignment () Security Agreement: (X) Merger () Change of Name () Other: Execution Date: (List as in section 1 if multiple signatures) 1. May 7, 2008 2. May 7, 2008 3. May 7, 2008 4. May 7, 2008 5. May 8, 2008 6. May 8, 2008 7. Mey 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 18. April 21, 2008 19. Farty to whom correspondence concerning document should be meilad: Customer No. 20,995 Address: Knobba, Martens, Oleon & Bear, LLP 2000 Main Sheet, 14* Floor Invine, CA, 20214 Return Fax: (4948) 760-9502 Attorneys Docket No.: TRMED.015A		record the attached original documents of copy thereof.					
1. William Harwick Gruber 2. Ronald David Adams 3. Albert Chur-Chi Chin 4. Eric Karl Litscher 5. Roy Hewett Sullivan 6. Paul DiCessare 7. Jeffrey Radziunas 8. Danief Vigliotti 9. Bryan Dale Knodel 10. Chris Scott Daniels 11. Kevin J. Vititoe 12. Michael Anthony Lorenz 13. Paul P. Kolada 14. Ryan Scot-Crisp 15. Chris William Cicenas 16. Ludwin M. More 17. Brent Lee Burchfield Additional name(s) of conveying party(ies) attached? () Yes (X) No  3. Neture of conveyance: (X) Assignment () Security Agreement () Morger () Change of Name () Other: Execution Date: (List as in section 1 if multiple signatures) 1. May 8, 2006 2. May 7, 2008 2. May 7, 2008 3. May 7, 2008 4. May 7, 2008 6. May 6, 2008 6. May 121, 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 18. April 21, 2008 19. April 21, 2008 19. April 21, 2008 10. April 21, 2008 11. April 21, 2008 11. April 21, 2008 12. April 21, 2008 13. April 21, 2008 14. April 21, 2008 15. Party to whom correspondence concerning document should be mailed: Customer No. 20,998 Address: Knobbs, Martens, Olson & Bear, LLP 2004 Main Street, 44° Floor Invine, CA 92014 Return Fax: (949) 760-9502	<ol> <li>Name of conveying party(ies): (List using letters or numbers for multiple parties)</li> </ol>	Name and address of receiving party(ies):					
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- 7. Total fee (37 CFR 1.21(h)): \$40
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Signatur

5 8 2009

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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. critizen residing at 7515 Blue Holly Drive, Lewis Center, Ohio 43035; Chris William Cicenas, 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

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

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.)

PATENT

REEL: 022666 FRAME: 0143

ASSIGNMENT AGREEMENT
Client Code: TRMED,014A

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

D.⊎t≑A Peged

_	<b>.</b>							Page 4	
	TESTIMONY	WHEREOF, I	hereunto	set my	hand and	seal this	, <u>7</u>	_ day	of
- May	,, 20 <u>00</u> .				1/10	$\mathcal{O}$			
			Wil	liam Harv	vick Gruber	) <del>[</del>			
STATE OF	الاحتصوادت يبط	) ち} ss.							
COUNTY	Pruddlese	)							

On way of 2005, before me, Short 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.

Institution of the second state of the second	
IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 7.  May 7, 2008  Canad David Mane	 of
STATE OF Massachusetts } ss.  COUNTY OF Ninddlesex:	

On Size, before me, Mycla Lakvic, 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]

ANGELA LABRIE Notary Signature

NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires 7/27/2012

Application No.: 12/098,250 Filing Date: April 4, 2008	ASSIGNMENT AGREEMENT Client Code: TRMED.014A
IN TESTIMONY WHEREOF, I hereunto set my hand and seal 2008	this Th day of May
STATE OF Mussachuse Hs ]  Albert Chun-C	Mr. O. Cl.
COUNTY OF MICHELES SS.	
On SIDO, before me, Angela Laby Albert Chun-Chi Chin who proved to me on the basis of satisfactory is subscribed to the within instrument, and acknowledged to me the same in Albert Chun-Chi Chin's authorized capacity, and that by A instrument the person, or the entity upon behalf of which the person	evidence to be the person whose name hat Albert Chun-Chi Chin executed the libert Chun-Chi Chin's signature on the acted, executed the instrument.
I certify under PENALTY OF PERJURY under the law foregoing paragraph is true and correct.	s of the State of California that the
WITNESS my hand and official seal.  ANGELA LABRIE  NOTARY PUBLIC  Commonwealth of Massachusetts 7/27/2012  My Commission Expires 7/27/2012	la Labi
IN TESTIMONY WHEREOF, I hereunto set my h	Acc Nitration
STATE OF Massachusetts)  ss.  county of Middlesex	
On 5708, before me, Angela Labric Eric Karl Litscher who proved to me on the basis of satisfactory evisubscribed to the within instrument, and acknowledged to me that E Eric Karl Litscher's authorized capacity, and that by Eric Karl Litscherson, or the entity upon behalf of which the person acted, executed	dence to be the person whose name is ric Karl Litscher executed the same in their's signature on the instrument the the instrument.
I certify under PENALTY OF PERJURY under the laws foregoing paragraph is true and correct.	Massach Letts of California that the
WITNESS my hand and official seal.  [SEAL]  ANGELA LABRIE Notary Signature NOTARY PUBLIC Commonwealth of Massachusetts My Commission Expires 7/27/2012	a Lahr

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 $\underline{R}$ day of $\mathbb{Z}$ $\mathcal{S}$ $\mathcal{M}$
STATE OF massachusets ss.	Roy Hewett Sullivan २३
is subscribed to the within instrument, as same in Roy Hewett Sullivan's authorize	notary public, personally appeared to the basis of satisfactory evidence to be the person whose name ad acknowledged to me that Roy Hewett Sullivan executed the d capacity, and that by Roy Hewett Sullivan's signature on the behalf of which the person acted, executed the instrument.
I certify under PENALTY OF I foregoing paragraph is true and correct.	PERJURY under the laws of the State of California that the
[SEAL] Company transfer to the search of the	etts Shart & Martin
	Dr. d Di Conne
STATE OF )	Paul DiCesare
COUNTY OF J	
subscribed to the within instrument, and a	ne,, notary public, personally appeared basis of satisfactory evidence to be the person whose name is acknowledged to me that Paul DiCesare executed the same in Paul by Paul DiCesare's signature on the instrument the person, or the ted, executed the instrument.
I certify under PENALTY OF foregoing paragraph is true and correct.	PERJURY under the laws of the State of California that the
WITNESS my hand and official so	æl.
[SEAL]	Notary Signature

	No.: 12/098,250 April 4, 2008					AS			REEMENT MED 014A Page 7	
M	TESTIMONY , 20	WHEREOF, I	hereunto	set n	ıy han	d and	seal	this	day	of
			Jefi	frey Rac	ziunas					- '
STATE OF	7	) } ss.		•						
COUNTY	OF	j								
subscribed Jeffrey Rad	to the within in: Iziunas" authoriz	, before me, wed to me on the strument, and acl zed capacity, and behalf of which the	mowledged I that by J	to me effrey F	that Jef Ladziuns	frey Ra as sign	dziuna iaturė	s execute on the i	d the sam	е іп
	ertify under PE paragraph is true	NALTY OF PE	RJURY un	der the	laws	of the	State	of Califo	ornia that	the
WI	TNESS my hand	l and official seal.								
[SEAL]			No	tary Sig	gnature					-
	TESTIMONY , 20	WHEREOF,	I hereunto	set r	ny har	nd and	seal	this _	day	of
			 Da	niel Vig	liotti					-
STATE OF	F	) } ss.								
COUNTY	OF	)								
subscribed Daniel Vigl	to the within in liotti's authorize	, before me, d to me on the l astrument, and ac d capacity, and the f which the person	knowledge at by Danie	d to me l Viglio	e that I tu's sig	Daniel V nature	/igliott	i execute	ed the sam	ıe in
	ertify under PE paragraph is true	ENALTY OF PE	RJURY ur	ider the	e laws	of the	State	of Calif	omia that	the
WI	TNESS my hand	i and official seal								
[SEAL]								·		_
			No	tary Sig	nature					

Application No.: 12/098,250 Filing Date: April 4, 2008				ASSIC	GNMENT AGR Client Code: TRN	EEMENT ÆD.014A Page 8
IN TESTIMONY , 20	WHEREOF, I he	ereunto set	my hand	and s	seal this	day of
\$TATE OF	)	Bryan Da	ile Knodel			
COUNTY OF	} ss.					
On Bryan Dale Knodel who pro subscribed to the within instruction Bryan Dale Knodel's author person, or the entity upon be	ized capacity, and the	cuged to me t	inat Bryan I	Dale Kn	odel executed	
I certify under PEN foregoing paragraph is true a	IALTY OF PERJUI	RY under the	e laws of	the Sta	te of Californ	ia that the
WITNESS my hand a	and official seal.					
[SEAL]		. <u> </u>	· .			
IN TESTIMONY Apr: 1, 20ez.	WHEREOF, I her	Notary Sig		and se	al this 4.21.	
STATE OF OH	ss.	Chris Scott	Danieis			
On ARZAL, 21, 200 Chris Scott Daniels who prove subscribed to the within instru Chris Scott Daniels' authorize person, or the entity upon beh	ument, and acknowled capacity and that	or sausractor dged to me the by Chris Soo	ry evidence lat Chris Sc et Daniels'	to be th ott Dani	ie person who els executed th	se name is
I certify under PENA foregoing paragraph is true an	ALTY OF PERJURY	Y under the	laws of th	ie State	of California	that the
WITNESS my hand an	d official seal.	t				
[SEAL] HERMAN E NOTARY PUBLIC, S MY COMMISSION EXPIR	STATE OF ALLE	Notary Sign	nature			

Application No.: 12/098,250 Client Code: TRMED.014A Filing Date: April 4, 2008

Page 9

IN TESTIMONY APPLL, 2008	WHEREOF, I	hereunto	set my	hand and	d seal this	21	day of
		—- Kev	L// ig/J. Vitito	e e			
STATE OF OH	}	./	7	·•			
COUNTY OF LAUGUMG	} ss.						

On AFFINE 21,208, 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 handle official seal. NOTARY PUBLIC, STATE OF OHIO M. COMMESSION EXPRISES AUGUST 2, 200 [SEAL] Notary Signature IN TESTIMONY WHEREOF, I hereunto set my hand and seal this Michael Anthony Lorenz

STATE OF OH

COUNTY OF LACKING

On APRIL 21, 2008, before me LECTURA Lanotary 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 PUBLIC, STATE OF OHIO

SS.

Notary Signature

Application No.: 12/098,250 Filing Date: April 4, 2008	ASSIGNMENT AGREEMENT Client Code: TRMED.014A Page 10
IN TESTIMONY WHEREOF, I here	Paul P. Kolada
STATE OF OH } ss.	Faul F. Kolada
COUNTY OF LICEMO	
subscribed to the within instrument, and acknowled	satisfactory evidence to be the person whose name is liged to me that Paul P. Kolada executed the same in Paul Kolada's signature on the instrument the person, or the
I certify under PENALTY OF PERJUR' foregoing paragraph is true and correct.	Y under the laws of the State of California that the
WITNESS my hand and official seal.  [SPA!] HERMAN E. JONES	
[SEAL] HERMAN E. JUNES  NOVARY PUBLIC, STATE OF OHIO  ENVIOLEMENTSION EXPIRES AUGUST 2, 2007	Notary Signature
IN TESTIMONY WHEREOF, I here April 2007.	unto set my hand and seal this \frac{1}{2} day of
·	Ryan Front Crisp
STATE OF OH ) ss.	
COUNTY OF LICEME	_
On APON ZI, 2008, before me, HET	otary public, personally appeared
subscribed to the within instrument, and acknowle	of satisfactory evidence to be the person whose name is dged to me that Ryan Scott Crisp executed the same in

R 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 BY COUNSISSION EXPINES AUGUST 2 , 1004

Notary Signature

ASSIGNMENT AGREEMENT Application No.: 12/098,250 Client Code: TRMED 014A Filing Date: April 4, 2008

Page 11

TESTIMONY WHEREOF, I hereunto set my hand and seal this

Chris William Cicenas

STATE OF OH

COUNTY OF LACKING

On ADRIL 21 2008, before me, HERMAN notary public, personally appeared Chris William Cicenas 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 Cicenas executed the same in Chris William Cicenas' authorized capacity, and that by Chris William Cicenas' 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 CHIO ELY COMENISSION EXPIRES AUGUST 2, 2007

SS.

Notary Signature

TESTIMONY WHEREOF, I hereunto set my hand and seal this A day of

STATE OF OL

COUNTY OF LIKE IM

On APRIL ZI, 2008, before met ZIZIAN & 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 (A) COMMISSION EXPIRES AUGUST 2 2009

Notary Signature

Client Code: TRMED 014A

Page 12

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

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 21

<u>21</u> day o

\_, 20<u>08</u>.

Brent Lee Burchfield

STATE OF

COUNTY OF LICKING

On ARIM 21 2008, before me, Frank E. M., 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's sugnature on 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

NY COUNTS SON EXPIRES AUGUST 2-12-27

Notary Signature

5152496

05/08/2009 17:30 FAX

Application No.: 12/098,250

Filing Date: April 4, 2008

ASSIGNMENT AGREEMENT

Client Code: TRMED.014A

Page 1

## ASSIGNMENT AGREEMENT

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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");

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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, 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.

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ASSIGNMENT AGREEMENT

Client Code: TRMED.014A

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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.

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:

- 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.
- 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.
- 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.
- 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.: 12/098,230 Filing Date: April 4, 2008				AŞ		ENT A	TRMED		
IN TESTIMON, 20	Y WHEREOF, I he	ereunto set	my ha	nd and	seal	this _		day	of
AT 1 AT 2		William	Harwick	Gruber					,
STATE OF	 								
COUNTY OF	} \$s. }								
On	he within instrument, a William Harwick Grube	the basis of and acknow er's authoriz	satisfact ledged to zed capa	ory evidence or me the city, and	ence to at Wil d that	be the liam H by W	e perso larwick illiam	on wh Gru Harw	ose ber ick
I certify under I foregoing paragraph is tr	PENALTY OF PERJU Le and correct.	RY under t	he laws	of the	State	of Cali	fornia	that	the
WITNESS my ha	nd and official seal.								
[SEAL]				,					
		Notary 8	Signature						
IN TESTIMON 	Y WHEREOF, I he	reunto set	iny han	nd and	séal	this _		day	of
STATE OF COUNTY OF	} ss.	Ronald I	David Ad	ams					
On  Ronald David Adams who is subscribed to the with same in Ronald David A instrument the person, or  I certify under P foregoing paragraph is true	in instrument, and acknudams' authorized capac the entity upon behalf of PERJUJ	nowledged to city, and that of which the p	me that it by Ron person ac	Ronald hald Daveted, exe	David vid Adcuted 1	! Adam ams' si the inst	s exec gnatur rument	uted e on :	the the
WITNESS my har	nd and official seal.								
[SEAL]									
		Notary S	ignature			· · · · · ·			

Application No.: 12/098,250 Filing Date: April 4, 2008	ASSIGNMENT AGREEMENT Client Code: TRMED 014A Page 5
IN TESTIMONY WHEREOF, I hereunto set a 20	ny hand and seal this day of
STATE OF	Albert Chun-Chi Chin
same in Albert Chun-Chi Chin's authorized capacinstrument the person, or the entity upon behalf of	notary public, personally appeared asis of satisfactory evidence to be the person whose name by by a compared the city, and that by Albert Chun-Chi Chin's signature on the f which the person acted, executed the instrument.  CY under the laws of the State of California that the
foregoing paragraph is true and correct.	ci under the laws of the State of California that the
WITNESS my hand and official seal.	
[SEAL]	
	Notary Signature
IN TESTIMONY WHEREOF, I her	eunto set my hand and seal this day of
STATE OF	Eric Karl Litscher
COUNTY OF ss.	
subscribed to the within instrument, and acknowled	notary public, personally appeared of satisfactory evidence to be the person whose name is edged to me that Eric Karl Litscher executed the same in the by Eric Karl Litscher's signature on the instrument the ion acted, executed the instrument.
I certify under PENALTY OF PERJUR foregoing paragraph is true and correct.	Y under the laws of the State of California that the
WITNESS my hand and official seal.	
[SEAL]	
h J	Notary Signature

Client Code: TRMED.014A Application No.: 12/098;250 Page 6 Filing Date: April 4, 2008 IN TESTIMONY WHEREOF, I hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_. Roy Hewett Sullivan STATE OF **\$**5, 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 Paul DiCesare STATE OF Connecticut } ss. Shelton On 5/6/08 before me, Kiche d 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] Commission Expires 4-30-2012

Client Code: TRMED.014A

Application No.: 12/098,250 Filing Date: April 4, 2008	Client Code: TRIMED.014A Page 7
IN TESTIMONY WHEREOF, I her	reunto set my hand and seal this (oth day of Jeffiey Radziunas)
STATE OF Connected ss. Shelton	)
Jeffrey Radziunas who proved to me on the basis subscribed to the within instrument, and acknow	s of satisfactory evidence to be the person whose name is viedged to me that Jeffrey Radziunas executed the same in at by Jeffrey Radziunas' signature on the instrument the rson acted, executed the instrument.
I certify under PENALTY OF PERJU foregoing paragraph is true and correct.	RY under the laws of the State of California that the
WITNESS my hand and official seal.	Notary Signature Expres 4-30-2012
IN TESTIMONY WHEREOF, I he	Daniel Vigliotti
STATE OF Connecticut }  COUNTY OF Foir Field }  ss. Shelten	Daniel Vignott
Daniel Vigliotti who proved to me on the basis subscribed to the within instrument, and acknowledge.	notary public, personally appeared of satisfactory evidence to be the person whose name is owledged to me that Daniel Vigliotti executed the same in by Daniel Vigliotti's signature on the instrument the person, ted, executed the instrument.
L certify under PENALTY OF PERIL	IRY under the laws of the State of California that the

foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

Commission Spires 4-30-2012

Application No.; 12/098,250 Filing Date: April 4, 2008					AS			REEMENT RMED.014A Page 8	
IN TESTIMON 20	Y WHEREOF,	I hereunt	o set m	ıy hand	and	seal	this	day	of
STATE OF	j	Ē	ryan Dale	Knodel				<u> </u>	
COUNTY OF	} ss.								
On	astrument, and active, behalf of which	cknowledge and that by the person a	I to me th Bryan Da cted, exec	at Bryan le Knode cuted the	Dale el's signification	Knode gnatur iment.	el execute e on the i	ed the same nstrument t	in the
I certify under P foregoing paragraph is tru	ENALTY OF Figure and correct.	PERJURY (	inder the	laws of	the :	State	of Califo	ornia that 1	he
WITNESS my har	nd and official se	al.							
[SEAL] IN TESTIMONY	y whereof,		lotary Signo		and.	seal	this	day	of
, 20									
STATE OF COUNTY OF	} SS.	Ċ	hris Scott	Daniels					
On	nstrument, and a prized capacity,	cknowledge and that by	d to me th Chris Sco	iat Chris tt Daniel	Scott : s' sign	Daniel nature	s execute on the in	d the same	in
I certify under Professions paragraph is tru	ENALTY OF I	PERJURY 1	inder the	laws of	the :	State	of Calife	ornia that t	the
WITNESS my har	nd and official sea	ál,							
[SEAL]		_						11 18 18 T 10	
		N	otary Sign	nature					

Application No.: 12/098,250 Filing Date: April 4, 2008							AS	SI <b>GNN</b> Clier	MENT	AGREE TRME	D.014A Page 9	
IN TESTIMONY, 20	WHEREOF,	I he	ereunto	set	my	hand	and	seal	this.		_ day	of
STATE OF	)		 Ke	⁄in J.	Vitito	e -			. •			
COUNTY OF	} ss. j											
On  Kevin J. Vititoe who prove subscribed to the within in Kevin J. Vititoe's authorized or the entity upon behalf of  I certify under PE	d capacity, and which the personal NALTY OF P	that by	wiedged y Kevin ed, exec	J. Vi uted	ne tha litoe's the in	at Kev s signa strum	in J. Y ture o ent.	Vititoe n the	exec instru	uted the ment th	e same ie perso	in on,
foregoing paragraph is true WITNESS my hand	and correct.		·			•				·		
[SEAL]  IN TESTIMONY, 20	WHEREOF,	I he		-	ignati my		and	seal	this		day	of
STATE OF COUNTY OF	} ss.		Міс	hael A	Antho	ny Lor	enz			. <u>,,</u>	<u>.                                    </u>	
On	io proved to m within instrun el Anthony Lore	e on the ent, a enz's a	the basi and ack outhorize	s of s mowled ca	etistä edge pacity	ictory d to r v. and	evide: ne th: that b	nce to at Mi v Mic	be th chael chael A	ie perso Anthony Anthony	on who ly Lorenz Lorenz	se nz
I certify under PEN foregoing paragraph is true a	NALTY OF PI	ERJUI	RY und	er th	e lav	vs of	the S	tate (	of Cal	lifornia	that th	ne
WITNESS my hand	and official seal	. <b>-</b>										
[SEAL]												
			Nota	ıry Si	gnatu	ıre						

Application No.: 12/098,250 Client Code: TRMED.014A Filing Date: April 4, 2008 Page 10 IN TESTIMONY WHEREOF, I hereunto set my hand and seal this \_\_\_\_\_ day of Paul P. Kolada STATE OF \$5, COUNTY OF \_\_\_\_\_, 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 Ryan Scott Crisp STATE OF 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

Application No.: 12/098,250 Filing Date: April 4, 2008					ASS			TRME	MENT D.014A Page 11	
IN TESTIMONY WHE	REOF, I	hereunto	set my	hand	and	seal	this		_ day	of
STATE OF }	S.	Chri	s William	Cicena	ıs			<u> </u>		
COUNTY OF J										
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WITNESS my hand and off	icial seal.									
[SEAL]		 Nota	ary Signa	ture						
IN TESTIMONY WHEI	REOF, I	hereunto	set my	hand	and	seal	this		_ day	of
		Lud	win M. M	ога		·····				
STATE OF )	2									
COUNTY OF J										
On, be Ludwin M. Mora who proved to musubscribed to the within instrument Ludwin M. Mora's authorized cap person, or the entity upon behalf of	ne on the ba t, and ackno acity, and t	sis of satis owledged hat by Lu	factory of to me that dwin M.	vidence it Ludw Mora's	e to b in M sign	e the Mora ature	person exect	n whos uted th	e name le same	is in
I certify under PENALTY foregoing paragraph is true and cor	OF PERJ	URY und	er the la	ws of	the S	state (	of Ca	lifornia	that t	he
WITNESS my hand and off	icial seal.									
[SEAL]										
		Nota	ry Signa	ture		•				

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Application No.: 12/098,250 Filing Date: April 4, 2008				ASSIGNMENT AGREEMENT Client Code: TRMED.014A Page 12						
IN TESTIMONY	WHEREOF, I he	reunto set	miy hand	d and	seal	this _	<u></u> .	day of		
		Brent Lee	e Burchfiel	ld		· <u></u>				
STATE OF	)									
COUNTY OF	} ss. J									
On	n instrument, and ackr ield's authorized capac	nowledged to city, and that f which the p	o me that t by Bren person act	Brent t Lee E ed, exe	Lee B Burchfi cuted	urchfiel eld's si the inst	d execu gnature rument.	ited the		
foregoing paragraph is true	and correct.									
WITNESS my hand	d and official seal.									
[SEAL]		3.7	•					<u>.                                    </u>		
		Notary S	ignature							

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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 Cicenas, 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, reexaminations, and extensions of such patents.
- C. Any other related intellectual property rights such as, but not limited to, copyrights, 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.

ASSIGNMENT AGREEMENT Client Code: TRMED.014A

Page 2

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

- 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

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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.)

**PATENT** 

**REEL: 022666 FRAME: 0167** 

Application No.: 12/098,250 Filing Date: April 4, 2008	ASSIGNMENT AGREEMENT Client Code: TRMED.014A Page 4
IN TESTIMONY WHEREOF, I her	eunto set my hand and seal this day of
STATE OF } ss.	William Harwick Gruber
COUNTY OF	
name is subscribed to the within instrument, ar executed the same in William Harwick Gruber Gruber's signature on the instrument the person executed the instrument.	notary public, personally appeared he basis of satisfactory evidence to be the person whose and acknowledged to me that William Harwick Gruber's authorized capacity, and that by William Harwick of the entity upon behalf of which the person acted, by under the laws of the State of California that the
foregoing paragraph is true and correct.	.1 duder the laws of the State of Camornia that the
WITNESS my hand and official seal.	
[SEAL]	Notary Signature
IN TESTIMONY WHEREOF, I here	eunto set my hand and seal this day of
STATE OF	Ronald David Adams
COUNTY OF J	
is subscribed to the within instrument, and ackno	notary public, personally appeared asis of satisfactory evidence to be the person whose name whedged to me that Ronald David Adams executed the ty, and that by Ronald David Adams' signature on the which the person acted, executed the instrument.
I certify under PENALTY OF PERJUR foregoing paragraph is true and correct.	Y under the laws of the State of California that the
WITNESS my hand and official seal.	
[SEAL]	
faces ves.	Notary Signature

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Application No.: 12/098,250 Filing Date: April 4, 2008	Client Code: TRMED:014A Page 5
IN TESTIMONY WHEREOF, I hereunto set my 20	hand and seal this day of,
STATE OF } ss.	Albert Chun-Chi Chin
COUNTY OF J	
is subscribed to the within instrument, and acknow same in Albert Chun-Chi Chin's authorized capacit instrument the person, or the entity upon behalf of the	notary public, personally appeared is of satisfactory evidence to be the person whose name vledged to me that Albert Chun-Chi Chin executed the sy, and that by Albert Chun-Chi Chin's signature on the which the person acted, executed the instrument.
foregoing paragraph is true and correct.	with the state of the state of state and
WITNESS my hand and official seal.	
[\$EAL]	Notary Signature
IN TESTIMONY WHEREOF, I hered	unto set my hand and seal this day of
STATE OF	Eric Karl Litscher
COUNTY OF   ss.	
Enc Karl Litsche: who proved to me on the basis of subscribed to the within instrument, and acknowled	notary public, personally appeared of satisfactory evidence to be the person whose name is alged to me that Eric Karl Litscher executed the same in by Eric Karl Litscher's signature on the instrument the nacted, executed the instrument.
I certify under PENALTY OF PERJURY foregoing paragraph is true and correct.	under the laws of the State of California that the
WITNESS my hand and official seal.	
[SEAL]	
-	Notary Signature

	No.: 12/098,250 April 4, 2008						ASS			AGREE : TRME		
IN	TESTIMONY , 20	WHEREOF,	I hereu	into set	ту	hand	and	seal	this		_ day	of
STATE OF	3	l		Roy He	wett S	Sullivar	1					
COUNTY		ss.										
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I conforegoing p	ertify under PEI paragraph is true	NALTÝ OF P and correct.	ERJURY	under	the la	ws of	the S	State	of Ca	difornia	that i	the
WI	TNESS my hạnd	and official sea	1.									
[SEAL]	TESTIMONIV	WHEDEOE	I borou	Notary	_		ام م	anal	41-1-0		<b></b>	غــ
	TESTIMONY, 20	WILKEOF,	i itereu	mto set	щу	nand	and	seai.	uns		aay	OI
STATE OF		) } ss.		Paul Die	Cesare	<del>, , , .</del>						
subscribed t DiCesare's	are who proved to the within inst authorized capac behalf of which	to me on the rument, and ac city, and that by	basis of a knowledg y Paul Die	satisfacto ged to m Cesare's	ory ev e that signat	idence Paul D ture on	to be iCesa	the prejexe	persor cuted	i whose the san	e name ne in Pa	is aul
l ce foregoing p	ertify under PEN aragraph is true	NALTY OF Pland correct.	ERJURY	under	the la	ws of	the S	State :	of Ca	lifornia	that t	:he
WIT	TNESS my hand	and official sea	Í.									
[SEAL]	<del>-</del>											
				Notary 3	Signat	ገንተው						

Application No.: 12/098,250 Filing Date: April 4, 2008						Clien	t Code: T	RMED:014. Page	
IN TESTIMONY, 20	WHEREOF, I	hereunto	set mÿ	hand	and	seal	this _	day	7 of
STATE OF	ì	Jefi	rey Radz	unas				, <u>que</u> ,	_ '
COUNTY OF	ss.								
On	trument, and ack ed capacity, and ehalf of which the	nowledged that by Je person ac	to me the effrey Rated, execu	at Jeffre dziunas' ited the	ey Rac sign instru	lziuna ature iment.	s execut on the	ed the san	ne in t the
foregoing paragraph is true									
WITNESS my hand	and official seal.								
[SEAL]		No	tary Sign	ature			1. AMEL .		_
IN TESTIMONY, 20	WHEREOF, I	hereunto	set my	hand	and	seal	this _	day	y of
		— Da	niel Viglie	otti					
STATE OF	) } <sub>SS.</sub>								
COUNTY OF	j								
On	strument, and ac I capacity, and th	knowledge at by Danie	d to me d Vigliott	that Da 's signa	niel V ture (	igliott	i execut	ed the sar	ne in
I certify under PE foregoing paragraph is true		RJURY ui	ider the	laws of	f the	State	of Cali	fornia tha	t the
WITNESS my hand	and official seal.								
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		No	stary Sign	ature:					

Application No.: 12/098,250 Filing Date: April 4, 2008	ASSIGNMENT AGREEMENT Client Code: TRMED 014A Page 8
IN TESTIMONY WHEREOF, I heren	into set my hand and seal this 4 day of
Bryan Dale Knodel who proved to me on the basis subscribed to the within instrument, and acknowled	Bryan Dale Knodel  (Cay)  (Cay
I certify under PENALTY OF PERJURY foregoing paragraph is true and correct.	under the laws of the State of California that the
WITNESS my hand and official seal.  [SEAL]  OFFICIAL SEAL  RACHAEL RAY  Notary Public - State of Arizona  COCONINO COUNTY  TO TEST MARGONISSION WHERE 2011  A 20	Notary Signature  Into set my hand and seal this day of
S	Chris Scott Daniels
STATE OF   ss.   COUNTY OF	
subscribed to the within instrument, and acknowled	notary public, personally appeared of satisfactory evidence to be the person whose name is ged to me that Chris Scott Daniels executed the same in by Chris Scott Daniels' signature on the instrument the nacted, executed the instrument.
I certify under PENALTY OF PERJURY foregoing paragraph is true and correct.	under the laws of the State of California that the
WITNESS my hand and official seal.	
[SEAL]	Notary Signature

Application No.: 12/098,250 Filing Date: April 4, 2008				Clier	nt Code: TRM	ED.014A Page 9
IN TESTIMONY	WHEREOF, I herea	into set my	y hand	and seal	this	_ day of
	`	Kevin J. Vit	itoe	u. <del>-</del>		
STATE OF	 					
COUNTY OF	j			,		
Kevin J. Vititoe who prov subscribed to the within i Kevin J. Vititoe's authorize or the entity upon behalf o	nstrument, and acknowled ed capacity, and that by K f which the person acted,	Satisfactory edged to me Kevin J. Vitito executed the	evidence that Kevi e's signat instrume	to be the in J. Vitito ture on the ent.	person who e executed to instrument	ose name is the same in the person,
I certify under PI foregoing paragraph is tru	ENALTY OF PERJURY e and correct.	under the	laws of	the State	of Californ	na that the
WITNESS my han	d and official seal.					
[SEAL]		Notary Sign	nature			·
IN TESTIMONY , 20	WHEREOF, I here	unto set m	y h <b>and</b>	and sea	this	day o
		Michael An	thony Lor	enz		
STATE OF	)					
COUNTY OF	} ss. J					
On Michael Anthony Lorenz name is subscribed to the executed the same in Michael Signature on the instrument.	ne within instrument, ar hael Anthony Lorenz's au	id acknowled thorized capa	iged to a city, and	me that N that by M	Aichael Anth Iichael Antho	ony Lorenz'
I certify under P foregoing paragraph is tru	ENALTY OF PERJUR' e and correct.	Y under the	laws of	the State	of Californ	nia that the
WITNESS my har	nd and official seal.					
[SEAL]						
·		Notary Sig	nature			

Application No.: 12/098.250 Filing Date: April +, 2008					ASS		ENT AG t Code: Ti	RMED.0		
IN TESTIMONY , 20	WHEREOF, I h	ereunto se	t my	hand	and	seal	this _		lay	of
		Paul P.	Kolad	<u> </u>				· · ·		
STATE OF	]									
COUNTY OF	} ss.									
OnPaul P. Kolada who prove subscribed to the within in P. Kolada's authorized cap entity upon behalf of which	strument, and acknow acity, and that by Par	wiedged to r ul P. Kolada	ne thai 's sign	t Paul P ature o	'. Kota	iga ex	ecutea o	ne same	: HI F	цш
I certify under Pi foregoing paragraph is true	ENALTY OF PERI e and correct.	URY under	the 1	aws of	f the	State	of Cali	fornia t	hat	the
WITNESS my han	d and official seal.									
[SEAL]		Notar	y Sign	ature	шалг	Minut III				
IN TESTIMONY	WHEREOF, I	hereunto s	et my	hand	and	l seal	l this	<u>.</u>	day	of
STATE OF COUNTY OF	} ss.	Ryan	Scott C	Lrisp						
On Ryan Scott Crisp who pro subscribed to the within i Ryan Scott Crisp's author person, or the entity upon	nstrument, and acknowized capacity, and t	owledged to that by Rya	me t n Scot	hat Rya t Crisp	ın Sec 's sig	ott Cris nature	sp execu e on the	ited the	sam	e ir
I certify under P foregoing paragraph is tru	ENALTY OF PERI	JURY unde	r the	laws o	f the	State	of Cal	ifornia	that	the
WITNESS my har	nd and official seal.									
[SEAL]		Nota	v Sien	ature						_

Client Code: TRMED.014A Application No.; 12/098,250 Filing Date: April 4, 2008 Page 11 IN TESTIMONY WHEREOF, I hereunto set my hand and seal this \_\_\_\_\_, 20 . Chris William Cicenas STATE OF COUNTY OF \_\_\_\_\_, before me, \_\_\_\_\_\_\_, notary public, personally appeared Chris William Cicenas 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 Cicenas executed the same in Chris William Cicenas' authorized capacity, and that by Chris William Cicenas' 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 Ludwin M. Mora STATE OF COUNTY OF 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

**RECORDED: 05/08/2009** 

Application No.: 12/098,250 Filing Date: April 4, 2008			ASSIGNMENT AGREEMENT Client Code: TRMED,014A Page 12					
IN TESTIMONY	WHEREOF, I here	unto set i	my hand	and :	seal this		day o	
		Brent Lee	Burchfield	<u>.</u>	***************************************		<b>*</b> U.	
STATE OF	} ss.							
COUNTY OF	38.							
On	ld's authorized capacity e entity upon behalf of v	wledged to y, and that which the pe	me that by Brent erson acted	Brent Le Lee Bui l, execu	e Burchfi rchfield's ted the in	ield exect signatur strument	outed the e on the	
I certify under PEI foregoing paragraph is true	NÄLTY OF PERJURY and correct.	under the	e laws of	the Sta	ate of Ca	alifornia	that the	
WITNESS my hand	and official seal.							
[SEAL]								
E165 aux		Notary Sig	nature					
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