

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Donald F. Specht	09/24/2007
RECEIVING PARTY DATA	
Name:	Maui Imaging, Inc.
Street Address:	256 Gibraltar Drive, Suite 107
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94089
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11865501
CORRESPONDENCE DATA	
Fax Number:	(650)212-7562
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(650) 212-1700
Email:	mbuggie@shayglenn.com
Correspondent Name:	Shay Glenn LLP
Address Line 1:	2755 Campus Drive, Suite 210
Address Line 4:	San Mateo, CALIFORNIA 94403
ATTORNEY DOCKET NUMBER:	10622-702.200
NAME OF SUBMITTER:	Mary Buggie
Total Attachments: 6 source=10622-702-200_RecordCS_Assgn#page1.tif source=10622-702-200_RecordCS_Assgn#page2.tif source=10622-702-200_RecordCS_Assgn#page3.tif source=10622-702-200_RecordCS_Assgn#page4.tif source=10622-702-200_RecordCS_Assgn#page5.tif	

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PATENT
REEL: 022756 FRAME: 0374

RECORDATION FORM COVER SHEET
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. Name of conveying party(ies):

(1) Donald F. Specht

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Maui Imaging, Inc.
256 Gibraltar Drive, Suite 107
Sunnyvale, CA 94089

3. Nature of Conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Name and address of receiving party(ies):

Name:

Street Address:

City: State:

Zip:

Country:

Additional name(s) & address(es) attached?

☐ Yes ☒ No

EXECUTION DATES: (1) 09/24/2007

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) – 11/865,501

Title: METHOD AND APPRATUS TO PRODUCE
ULTRASONIC IMAGES USING MULTIPLE APERTURES

B. Patent No.(s)

Additional numbers attached?



Yes



No

5. Name and address of party to whom correspondence concerning document should be mailed:

W. Benjamin Glenn
Shay Glenn LLP
2755 Campus Drive, Suite 210
San Mateo, CA 94403

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00



A check is enclosed that includes the total fee.



Charge the \$40 fee to Deposit Account 50-4050.

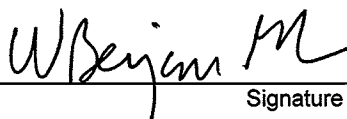
DO NOT USE THIS SPACE

8. Statement and signature.

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.

W. Benjamin Glenn, Reg. No. 44,713

Name of Person Signing



Signature

5/28/09

Date

Total number of pages including cover sheet, attachments, and documents: 6

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (the "Agreement") is made as of the 24th day of September 2007 (the "Effective Date"), by and between Donald F. Specht ("Patent Holder"), with offices located at 869 Terrace Drive, Los Altos, CA 94024, and Maui Imaging, Inc., a Delaware corporation, with offices located at 17862 Carranza Lane, Huntington Beach, California 92647 (the "Company"). Each of the foregoing is sometimes referred to herein as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS Patent Holder owns all right, title, and interest in and to (i) the United States and international patent applications, applications filed under the Patent Corporation Treaty ("PCT") and/or provisional applications, all as listed on Exhibit A attached hereto and the resulting patents, (ii) the United States and international patents listed on Exhibit A, (iii) any patents resulting from reissues, reexaminations, or extensions (and their relevant international equivalents) of the patents described in (i) and (ii) above (collectively, the "Transferred Patents"), and (iv) such additional, related inventions and discoveries in the field of **Multiple Aperture Ultrasonic Imaging** owned by Patent Holder and used or useful in the currently anticipated business of the Company (the "Further Inventions");

WHEREAS the Company is in the business of owning, developing, licensing, manufacturing, distributing, selling and otherwise exploiting products and technologies similar in nature to the Transferred Patents and Further Inventions; and

WHEREAS Patent Holder now wishes to transfer and assign to the Company all of Patent Holder's right, title and interest in and to the Transferred Patents and the Further Inventions and all intellectual property related thereto, all on the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, terms and conditions hereinafter set forth the Parties agree as follows:

1. **Assignment.** In consideration of the payment by the Company to Patent Holder of an

[Financial Terms Redacted]

Patent Holder hereby assigns, transfers, and conveys to the Company the following (collectively, the "Intellectual Property"): (a) Patent Holder's entire right, title, and interest in and to the Transferred Patents, including all claims, if any, for infringement prior to the date of this assignment, the inventions and discoveries described therein, any and all other applications for letters patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, and continuation applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all letters patent, reissues, and extensions of letters patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said

letters patent; (b) Patent Holder's entire right, title, and interest in and to the Further Inventions; and (c) all inventions, original works of authorship, developments, improvements, and trade secrets owned by Patent Holder and underlying the Transferred Patents or Further Inventions, or necessary to develop, use, commercialize or otherwise exploit the Transferred Patents or Further Inventions.

2. **Foreign Patents.** Patent Holder hereby authorizes the Company to file patent applications in any or all countries for any or all of the Intellectual Property in Patent Holder's name or in the name of the Company or otherwise as the Company may deem advisable.

3. **Transfer of Patents.** Patent Holder shall authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer any and all letters patent relating to the Transferred Patents to the Company, as the assignee of the entire right, title, and interest therein or otherwise as the Company may direct.

4. **Additional Actions.** Patent Holder shall, upon the Company's request and at the Company's expense, but without additional consideration to Patent Holder, (a) do all acts reasonably necessary to assure that the Intellectual Property, and all associated patent applications and letters patent shall be held and enjoyed by the Company as fully and entirely as the same could have been held and enjoyed by Patent Holder, his legal representatives and assigns if the assignment set forth in this Agreement had not been made; (b) execute and deliver to the Company all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by the Company; (c) communicate to the Company all facts known to Patent Holder relating to the Intellectual Property or the history thereof; (d) furnish the Company with any and all documents, photographs, models, samples, and other physical exhibits in Patent Holder's control or in the control of Patent Holder's legal representatives or assigns which may be useful for establishing the facts of Patent Holder's conception, disclosures, and reduction to practice of all or any part of the Intellectual Property; and (e) testify as to the same and assist the Company in any interference, infringement or other litigation.

5. **Representations and Warranties.** Patent Holder warrants that: (a) Patent Holder has no reason to believe that the Intellectual Property, or the prior or currently anticipated use thereof, violates any intellectual property right of any third party; (b) Patent Holder has all rights necessary to assign, transfer, and convey to the Company the Intellectual Property pursuant to the terms of this Agreement; (c) Patent Holder has not previously sold, assigned, or otherwise transferred to any person other than the Company any interest in the Intellectual Property; and (d) Patent Holder has full power and authority to enter into this Agreement and to carry out his obligations hereunder.

6. **General Conditions and Provisions.**

6.1. **Notices.** Whenever notice is required to be given under this Agreement, a writing signed by an officer of the Company or by Patent Holder (as applicable), properly addressed, by facsimile or registered mail, to the other shall be deemed good and sufficient notice delivered on

the date of: (a) receipt in the case of hand delivery or facsimile transmission (with printed confirmation of receipt), or (b) five (5) days after posting if sent by United States registered or certified mail, return receipt requested. Such notice shall be addressed to Patent Holder or to the Company (as applicable) at their respective addresses set forth on page 1 of this Agreement, or such other address of which a Party may notify the other Party in accordance with this paragraph.

6.2. **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party; provided, however, that the Company may assign this Agreement to a purchaser or successor in interest of substantially all of the business or assets of the Company relating to this Agreement.

6.3. **Successors and Assigns.** Subject to the provisions of Section 6.2, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

6.4. **Entire Agreement.** This Agreement is the final and complete expression of the agreement between the Parties and supersedes any and all prior and contemporaneous agreements and understandings. No other agreements, oral or otherwise, on the subject matter hereof shall be deemed to exist or to bind either of the Parties. No member, manager, officer, director, employee, or agent of either Party has authority to make any representations or promise not contained in this Agreement.

6.5. **Modification and Waiver.** This Agreement may not be modified and none of its terms may be waived except in a writing signed by the Party to be charged. A waiver by a Party of any default shall not be deemed a waiver of a prior or subsequent default of the same or other provisions of this Agreement. The failure of a Party to enforce, or the delay by a Party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this Agreement.

6.6. **Severability.** If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this Agreement, unless the Agreement so construed fails to meet the essential business purposes of the Parties as manifested herein.

6.7. **Governing Law and Interpretation.** This Agreement shall be deemed to take place in, be governed by, and be interpreted in accordance with the laws of the state of California, excluding laws relating to conflicts of law.

6.8. **Relationship.** The Parties intend and agree that this Agreement shall establish no relationship between them, other than that of assignor and assignee. The Parties further agree that neither Party has authority to create or assume in the other Party's name or on behalf of the other Party, any obligation, express or implied, or to act or purport to act as agent or representative on behalf of the other Party for any purpose whatsoever.

6.9. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together shall for all purposes constitute one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PATENT HOLDER:

DONALD F. SPECHT

Donald F. Specht

THE COMPANY:

MAUI IMAGING, INC., a Delaware corporation

By: David J. Specht
David J. Specht,
Chief Executive Officer

EXHIBIT A

LIST OF TRANSFERRED PATENTS

United States Patents and Applications:

a) Method and Apparatus to Produce Ultrasound Images Using Multiple Apertures:

1. U.S. provisional patent application "Method and Apparatus to Produce Ultrasonic Images Using Multiple Apertures" with assigned serial no. 60/862,951 filed on October 25, 2006.
2. U.S. provisional patent application "Method and Apparatus to Produce Ultrasonic Images Using Multiple Apertures" with assigned serial no. 60/940,261 filed on May 25, 2007.
3. International (PCT) Patent Application PCT/US07/73,615 "Method and Apparatus to Produce Ultrasonic Images Using Multiple Apertures", filed July 16, 2007.
4. All other patents related to the Method and Apparatus to Produce Ultrasound Images [that will be filed by Patent Holder within 3 months from the Effective Date].

b) Method and Apparatus to Visualize Coronary Arteries Using Ultrasound:

1. U.S. provisional patent application "Method and Apparatus to Visualize Coronary Arteries Using Ultrasound" with assigned serial no. 60/705,887 filed on February 6, 2006.
2. U.S. utility patent application no. 11/532,013 filed on September 14, 2006.
3. International (PCT) Patent Application PCT/US2006/035995 "Method and Apparatus to Visualize the Coronary Arteries Using Ultrasound", filed on September 14, 2006.

Non-U.S. Patents and Applications:

a)

1.