#### PATENT ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Stephen C. Miller	07/07/2009

#### **RECEIVING PARTY DATA**

Name:	Navilyst Medical, Inc.
Street Address:	26 Forest Street
Internal Address:	2nd Floor
City:	Marlborough
State/Country:	MASSACHUSETTS
Postal Code:	01752

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12501809

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: 706167-2001

NAME OF SUBMITTER: Matthew L. Fedowitz

Total Attachments: 3

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### Attorney Docket No. 10142/10901 (08-P0101)

#### ASSIGNMENT

WHEREAS, I/We,

Stephen C. MILLER P.O. Box 4172 Queensbury, NY 12804 Citizenship: United States of America

(hereinafter also referred to as "ASSIGNOR"); have invented new and useful	il inventions
and discoveries in "Method to Secure an Elastic Component in a Valve", for wh	ich the
Specification (a) is being herewith; OR (b) was filed on as U.S	. Patent
Application Serial No; and	

WHEREAS, Navilyst Medical, Inc., organized and existing under and by virtue of the laws of the State of Delaware, having an office at 26 Forest Street, 2<sup>nd</sup> Floor, Marlborough, MA 01752-1234, (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title and interest in and to the application and invention therein described and claimed and any Letters Patent that may be issued upon the application or for the improvements therein contained.

NOW, THEREFORE, in consideration of One U.S. Dollar (U.S. \$1.00) and other valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservations:

- 1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said inventions and discoveries, said application, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, and Convention 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.
- 2. Authorize Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in my name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise.
- 3. Authorize and request the Commissioner for Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

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- 4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance.
- 5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee 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 Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

# Attorney Docket No. 10142/10901 (08-P0101)

	IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this	day
of	, 2009.	

Stephen C. MILLER

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**RECORDED: 07/13/2009**