


Client Code: TRMED.019A

**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> <p>1) Ronald David Adams 2) Albert Chun-Chi Chin 3) Roy Hewitt Sullivan 4) Eric Karl Litscher 5) William Lucas Churchill 6) William Harwick Gruber</p> <p>Additional name(s) of conveying party(ies) attached? () Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Interlace Medical, Inc. Internal Address: Street Address: 135 Newbury Street City: Framingham State: MA ZIP: 01701</p> <p>Additional name(s) of receiving party(ies) attached? () Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>(X) Assignment () Security Agreement () Merger () Change of Name () Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures) 1) 6/08/09 2) 6/11/09 3) 6/11/09 4) 6/11/09 5) 6/11/09 6) 6/11/09</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p>(X) Patent Application No.: 12/432,691 Filing Date: April 29, 2009</p> <p>Additional numbers attached? () Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995 Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614 Return Fax: (949) 760-9502 Attorney's Docket No.: TRMED.019A</p>	<p>6. Total number of applications and patents involved: 1</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40 (X) Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410 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> <p><u>Gerard von Hoffmann</u> Name of Person Signing</p> <p><u></u> Signature</p> <p><u>7/13/09</u> Date</p> <p>33,043 Registration No.</p> <p>Total number of pages including cover sheet, attachments and document: 7</p>	

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

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 29 day of April, 2009 and is by Ronald David Adams, a United States citizen, residing at 18 Hillside Drive, Holliston, MA 01746; Albert Chun-Chi Chin, a United States citizen, residing at 25 Bernard Street, Newton, MA 02461; Roy Hewett Sullivan, a United States citizen, residing at 312 Williams Street, Uxbridge, MA 01569; Eric Karl Litscher, a United States citizen, residing at 1 John Matthew Road, Hopkinton, MA 01748; William Lucas Churchill, a United States citizen, residing at 24 Wheeler Road, Bolton, MA 01740; and William Harwick Gruber, a United States citizen, residing at 15 Fitzgerald Lane, Southborough, MA 01772, ("ASSIGNOR").

WHEREAS, ASSIGNOR has conceived of an invention ("Invention") disclosed in a patent application entitled METHODS OF HIGH RATE, LOW PROFILE TISSUE REMOVAL and filed in the United States Patent and Trademark Office, on April 29, 2009 as Application No. 12/432,691 ("Application");

WHEREAS, INTERLACE MEDICAL, INC., a Delaware corporation having offices at 135 Newbury Street, Framingham, MA 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.

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.

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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 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.)

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 8th day of June, 2009.

Ronald David Adams
Ronald David Adams

STATE OF Massachusetts
COUNTY OF Middlesex

ss.

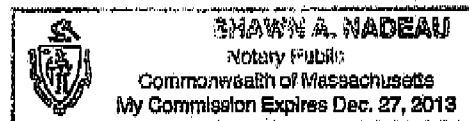
On June 8, 2009, before me, Shawn A. Nadeau, notary public, personally appeared Ronald David Adams who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Ronald David Adams executed the same in Ronald David 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 that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

Shawn A. Nadeau
Notary Signature



IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 11th day of June, 2009.

Albert Chun-Chi Chin
Albert Chun-Chi Chin

STATE OF MA
COUNTY OF Middlesex

ss.

On 6/11/09, before me, Salomon Brubaker, 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.


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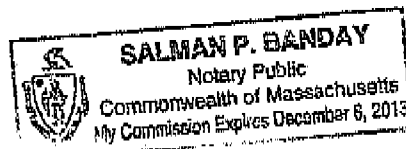
I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



Notary Signature



IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 11 day of June, 2009.



Roy Hewett Sullivan

STATE OF MA

COUNTY OF Middlesex


ss.

On 6/11/09, before me, Salman P. Banday, 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.

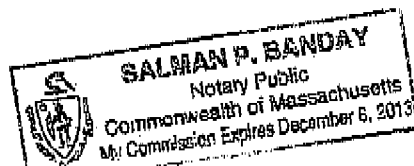
I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



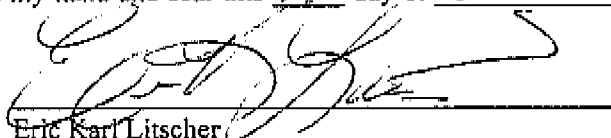
Notary Signature



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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 11 day of JUNE, 2009.


Eric Karl Litscher

STATE OF MA

COUNTY OF Middlesex

ss.

On 6/11/09, before me, Salman Bandy, 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.

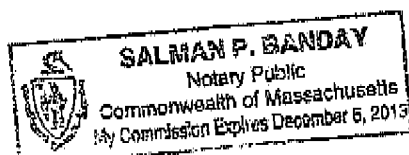
I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



Notary Signature



IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 11 day of June, 2009.


William Lucas Churchill

STATE OF

COUNTY OF

ss.

On 6/11/09, before me, Salman Bandy, notary public, personally appeared William Lucas Churchill 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 Lucas Churchill executed the same in William Lucas Churchill's authorized capacity, and that by William Lucas Churchill's signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.


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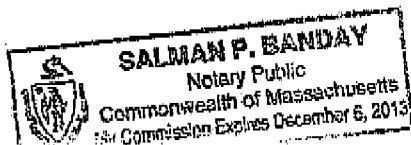
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I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]


Notary Signature



IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 11 day of June, 2009.


William Harwick Gruber

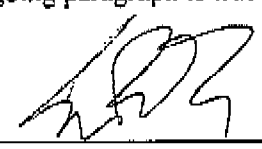
STATE OF MA }
COUNTY OF Middlesex } ss.

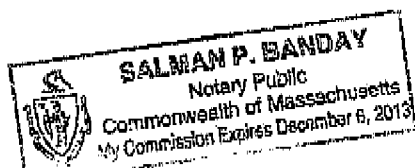
On 6/11/09, before me, Salman P. Banday notary public, personally appeared William Harwick Gruber who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that William Harwick Gruber executed the same in William 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 that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]


Notary Signature



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