

Client Code: EV3N.024A

**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 parties: (List using letters or numbers for multiple parties)</p> <p>1. Elad Israel Levy</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p>(X) Yes () No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Micro Therapeutics, Inc.</p> <p>Internal Address:</p> <p>Street Address: 9775 Toledo Way</p> <p>City: Irvine State: California</p> <p>ZIP: 92618</p> <p>Additional name(s) of receiving party(ies) attached?</p> <p>() Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>(X) Assignment () Security Agreement</p> <p>() Merger () Change of Name</p> <p>() Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>Elad Israel Levy: July 21, 2009</p> <p>See Attachment</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p>(X) Patent Application No.: 12/506,845</p> <p>Filing Date: July 21, 2009</p> <p>Additional numbers attached?</p> <p>() Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 68,716</p> <p>Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614</p> <p>Return Fax: (949) 760-9502</p> <p>Attorney's Docket No.: EV3N.024A</p>	<p>6. Total number of applications and patents involved: 1</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40.00</p> <p>(X) Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.</p> <p><u>Adam Gilbert</u> Name of Person Signing</p> <p><u><i>Adam Gilbert</i></u> Signature</p> <p><u>7/28/09</u> Date</p> <p>59,967 Registration No.</p> <p>Total number of pages including cover sheet, attachments and document: 12</p>	

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

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PATENT
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Application No. 12/506,845

Filed: July 21, 2009

	Inventor	Execution Date
2.	Earl Slee	July 20, 2009
3.	Sanjay Shrivastava	July 27, 2009
4.	Victoria Schuman	July 20, 2009
5.	Andy Huynh	July 20, 2009
6.	Wenfeng Lu	July 20, 2009

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 20th day of July, 2009 and is by

Elad Israel Levy, a US citizen residing at 888 Lebrun, Amherst, New York 14226;

Earl Slec, a US citizen residing at 7 White Sail, Laguna Niguel, California 92677;

Sanjay Shrivastava, a US citizen residing at 16 Teardrop, Irvine, California 92603;

Victoria Schuman, a US citizen residing at 5318 E. 2nd Street #391, Long Beach, California 90803;

Andy Huynh, a US citizen residing at 9352 McClure Avenue, Westminster, California 92683;

Wenfeng Lu, a P.R. China citizen residing at 3801 Parkview Lane #4A, Irvine California 92612 (collectively, "ASSIGNOR").

WHEREAS, ASSIGNOR has conceived of an invention ("Invention") disclosed in a patent application entitled **VASCULAR REMODELING DEVICE** for which ASSIGNOR has executed an application for Letters Patent in the United States Patent and Trademark Office ("Application"), for which ASSIGNOR hereby authorizes and request that the attorneys of Knobbe, Martens, Olson & Bear, LLP, Customer No. 68,716, insert in the header of this instrument, when known, the application number and the filing date for the Application;

WHEREAS, **Micro Therapeutics, Inc.**, a Delaware corporation having offices at 9775 Toledo Way, Irvine, California 92618 ("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 (including, but not limited to U.S. Provisional Patent App. No. 61/082,579, filed on July 22, 2008) 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

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(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.

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

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the state or federal courts of California, in the county of Orange, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or

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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. Seven (7) signature pages follow.)

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 21 day of July, 2009.



Elad Israel Levy


STATE OF New York }
COUNTY OF Erie } ss.

On July 21, 2009, before me, Debra J. Zimmer, notary public, personally appeared Elad Israel Levy, 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 Elad Israel Levy executed the same in Elad Israel Levy's authorized capacity, and that by Elad Israel Levy'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

DEBRA J. ZIMMER
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Jan. 31, 2010

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 20th day of July, 2009



Earl Slee

STATE OF California }
COUNTY OF Orange } ss.

On 20 JULY 09, before me, Linda Brownell, notary public, personally appeared Earl Slee, 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 Earl Slee executed the same in Earl Slee's authorized capacity, and that by Earl Slee's signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

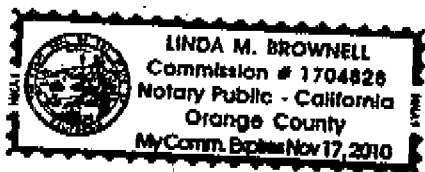
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



Notary Signature



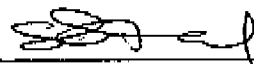
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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 27 day of July, 2009



Sanjay Shrivastava

STATE OF California }
COUNTY OF Orange } ss.

On 27-JUL-09, before me, Linda Brownell, notary public, personally appeared Sanjay Shrivastava, 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 Sanjay Shrivastava executed the same in Sanjay Shrivastava's authorized capacity, and that by Sanjay Shrivastava's signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

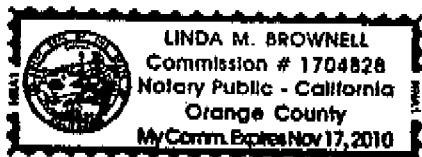
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



Notary Signature



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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 20th day of July, 2009.

Victoria Schuman
Victoria Schuman

STATE OF California }
COUNTY OF Orange } ss.

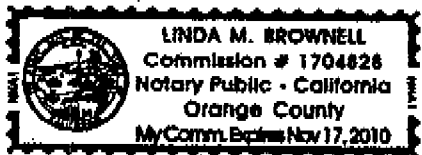
On 20-JUL-09, before me, Linda Brownell, notary public, personally appeared Victoria Schuman, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Victoria Schuman executed the same in Victoria Schuman's authorized capacity, and that by Victoria Schuman'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]

Linda Brownell
Notary Signature



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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 20 day of July, 2009



Andy Huynh

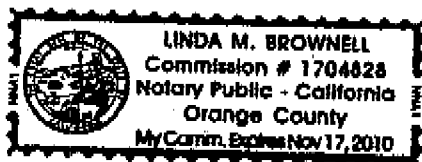
STATE OF California }
COUNTY OF Orange } ss.

On 20 JUL 09, before me, Linda Brownell, notary public, personally appeared Andy Huynh, 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 Andy Huynh executed the same in Andy Huynh's authorized capacity, and that by Andy Huynh'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

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 20th day of July, 2009.



Wenfeng Lu


STATE OF California }
COUNTY OF Orange } ss.

On 20 JUL 09, before me, Linda Brownell, notary public, personally appeared Wenfeng Lu, 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 Wenfeng Lu executed the same in Wenfeng Lu's authorized capacity, and that by Wenfeng Lu's signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

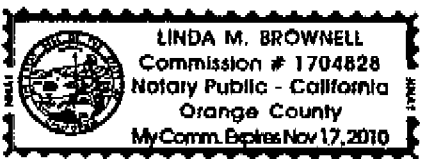
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



Notary Signature



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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 20th day of July, 2009.

ACKNOWLEDGED BY:

“ASSIGNEE”

Micro Therapeutics, Inc.
9775 Toledo Way
Irvine, California 92618,
a Delaware corporation.

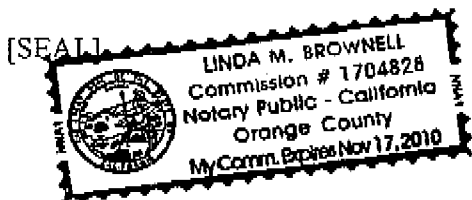
By: *Earl Slee*
Earl Slee
Vice President, Research and Development

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.

On 20 JUL 09, before me, Linda Brownell, notary public, the above-named representative, Earl Slee of Micro Therapeutics, Inc., personally appeared 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 Earl Slee executed the same in Earl Slee’s authorized capacity, and that by Earl Slee’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.



Linda M. Brownell
Notary Signature

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