

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

James McClain; Doug Taylor; Robert Rabiner

2. Name and address of receiving party(ies)

Name: Micell Technologies, Inc.

Address: 7516 Precision Drive, Raleigh, NC 27617

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Name:

Address:

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 08/28/2009; 08/14/2009; 08/14/2009

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other _____

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

PCT/US2008/50536

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ NO

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

Name: Samir Elamrani, Ph.D.

Address: Wilson Sonsini Goodrich & Rosati
650 Page Mill Road

City: Palo Alto

State: CA Zip: 94304

Phone Number: (650) 493-9300

Fax Number: (650) 493-6811

Email Address: selamrani@wsgr.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$0.00

☐ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

b. Deposit Account Number 23-2415

Authorized User Name Samir Elamrani

9. Signature:



Signature

9-16-09
Date

Samir Elamrani, Ph.D.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

4

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Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT ASSIGNMENT

Docket Number 32695-708.601

WHEREAS, the undersigned:

- | | | |
|---|---|--|
| 1. McClain, James
8008 Chadbourne Court
Raleigh, NC 27613 | 2. TAYLOR, Doug
2008 Landmark Drive
Franklinton, NC 27525 | 3. RABINER, Robert
37 Watermark Drive
Tiverton, RI 02878 |
|---|---|--|

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in:

STENTS HAVING BIODEGRADABLE LAYERS

- ☐ for which a United States patent application is executed on even date herewith;
☐ for which Application No. _____ was filed on _____ in the United States Patent Office;
☒ for which Application No. PCT/US2008/50536 was filed on 08 January 2008 in the U.S. Receiving Office of the Patent Cooperation Treaty;
☐ for which Application No. _____ was filed on _____ in the _____ Patent Office; and/or
☐ for which an application was filed upon which a United States Patent issued on _____ as U.S. Patent No. _____

(hereinafter "Application(s)").

WHEREAS, Micell Technologies, Inc., a corporation of the State of Delaware, having a place of business at 7516 Precision Drive, Raleigh, North Carolina 27617, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"); and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

- Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).
- Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations of other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.
- The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.
- Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 8/28/09

JAMES MCCLAIN

Date: 8/14/09

DOUGLAS TAYLOR

Date: _____

ROBERT RABINER

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: 8/28/09

By: _____

Name: James B. McClain, Ph.D.

Title: Co-founder and Chief Technology Officer

PATENT ASSIGNMENT

Docket Number 72695-708/601

WHEREAS, the undersigned:

1. **McCLAIN, James**
8008 Chadbourne Court
Raleigh, NC 27612

2. **TAYLOR, Doug**
2008 Landmark Drive
Franklin, NC 27525

3. **RABINER, Robert**
37 Watermark Drive
Tiverton, RI 02878

(hereinafter "Inventor(s)") have invented certain new and useful improvements in:

STENTS HAVING BIODegradable Layers

- ☐ for which a United States patent application is executed on even date herewith;
- ☐ for which Application No. _____ was filed on _____ in the United States Patent Office;
- ☒ for which Application No. **PC74US2008/50536** was filed on **08 January 2008** in the U.S. Receiving Office of the Patent Cooperation Treaty;
- ☐ for which Application No. _____ was filed on _____ in the _____ Patent Office; and/or
- ☐ for which an application was filed upon which a United States Patent issued on _____ as U.S. Patent No. _____

(hereinafter "Application(s)")

WHEREAS, **Medell Technologies, Inc.**, a corporation of the State of Delaware, having a place of business at **7516 Precision Drive, Raleigh, North Carolina 27617** (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and all and singular embodiments of the inventions, thereto conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "inventions"), and in and to any and all patents, inventors' certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said inventions, including the right to claim priority to said inventions; (b) in and to all rights in all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty, or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent notes and documents, giving of testimony, execution of affidavits, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for proceeding with applications covering said inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said inventions; (d) for filing and prosecuting applications for reissues of any said Patent(s); (e) for preference or other priority proceedings involving said inventions; and (f) for (g) proceedings involving said inventions and any applications thereon and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: _____
JAMES McCLAIN

Date: _____
DOUGLAS TAYLOR

Date: **Aug 14/09**
ROBERT RABINER

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: _____

By: _____
Name: **James B. McClain, Ph.D.**
Title: **Co-founder and Chief Technology Officer**

PATENT

Date: September 16, 2009

To: USPTO Assignment Division

Fax: 571-273-0140

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before sending

From: Vicki L. Andrews/Samir Elamrani

Phone: 858-350-2300

Return Fax: 858-350-2399

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5

Message:

Application Number: PCT/US2008/50536

Resubmitted Recordation Cover Sheet for Assignment

Document ID No.: 500955691

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