

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Russell B. Thompson</td> <td>09/21/2006</td> </tr> <tr> <td>Arthur W. Zikorus</td> <td>09/21/2006</td> </tr> <tr> <td>Fiona M. Sander</td> <td>08/06/2008</td> </tr> <tr> <td>Vijay K. Dhaka</td> <td>08/12/2008</td> </tr> <tr> <td>Brady D. Esch</td> <td>09/21/2006</td> </tr> </tbody> </table>		Name	Execution Date	Russell B. Thompson	09/21/2006	Arthur W. Zikorus	09/21/2006	Fiona M. Sander	08/06/2008	Vijay K. Dhaka	08/12/2008	Brady D. Esch	09/21/2006
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>VNUS Medical Technologies, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>5799 Fontanoso Way</td> </tr> <tr> <td>City:</td> <td>San Jose</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>95138</td> </tr> </table>		Name:	VNUS Medical Technologies, Inc.	Street Address:	5799 Fontanoso Way	City:	San Jose	State/Country:	CALIFORNIA	Postal Code:	95138		
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CORRESPONDENCE DATA													
<p>Fax Number: (631)501-3526 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 6315015700 Email: docket@cdfslaw.com</p> <p>Correspondent Name: Carter, DeLuca, Farrell & Schmidt, LLP Address Line 1: 445 Broad Hollow Rd. Address Line 2: Suite 420 Address Line 4: Melville, NEW YORK 11747</p>													
ATTORNEY DOCKET NUMBER:	1502-561												
NAME OF SUBMITTER:	Pina M. Campagna												

CH \$40.00 12206649

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PATENT
REEL: 023356 FRAME: 0023

Total Attachments: 6

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Application No.: 11/236,316
 Filing Date: September 27, 2005

ASSIGNMENT AGREEMENT
 Client Code: VNUS.004A
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is by Russell Blake Thompson, a U.S. citizen, residing at 123 W. Portola Avenue, Los Altos, CA 94022; Arthur Wayne Zikorus, a U.S. citizen, residing at 1306 Legend Lane, San Jose, CA 95131; Fiona Maria Sander, a U.S. citizen, residing at 11640 Jessica Lane, Los Altos Hills, CA 94024; Vijay Kumar Dhaka, a U.S. citizen, residing at ~~141 Charles St., #4, Boston, MA 02114~~; and Brady David Esch, a U.S. citizen, residing at 3349 Ensabmo Avenue, San Jose, CA 95118 ("ASSIGNOR"). *580 ARASTRADO RD #405 Palo Alto CA 94306*

WHEREAS, ASSIGNOR has conceived of an invention ("Invention") disclosed in a patent application entitled SYSTEMS AND METHODS FOR TREATING A HOLLOW ANATOMICAL STRUCTURE and filed in the United States Patent and Trademark Office, on September 27, 2005 as 11/236,316 ("Application");

WHEREAS, VNUS Medical Technologies, Inc., a Delaware Corporation, having offices at 5799 Fontanoso Way, San Jose, CA 95138 ("ASSIGNEE") desires to acquire 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 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 of ASSIGNOR'S 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 by the ASSIGNEE in the United States or in any foreign country ("Related Applications"); all continuations, divisionals, and continuations in part of the Application and any such 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. 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.

D. All causes of action for infringement of or damage to all rights related to the Invention, the Application, and/or the Related Applications, whether accruing before or after this Assignment, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE any facts of which ASSIGNOR has knowledge respecting the Invention, Application, or Related Applications, testify in any legal proceeding, sign all documents, make all rightful oaths and declarations, and generally do everything possible to aid ASSIGNEE 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.

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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, County of Santa Clara, 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 challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity thereof. 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. Further, this Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 21 day of September, 2006

Russell B Thompson
Russell Blake Thompson

STATE OF CA

COUNTY OF Santa Clara

ss.

On 09/21/2006 before me, RAVNEET S. TAJAN (Notary Public), personally appeared Russell Blake Thompson ~~personally known to me~~ (or 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

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[SEAL]



PAVNEET SINGH
Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 21 day of September, 2006.

Arthur Wayne Zikorus
Arthur Wayne Zikorus

STATE OF CA }
COUNTY OF San Antonio } ss.

On 09/21/2006, before me, PAVNEET SINGH (Notary Public), personally appeared Arthur Wayne Zikorus ~~personally known to me~~ (or 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



PAVNEET SINGH
Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

Fiona Maria Sander
Fiona Maria Sander

STATE OF }
COUNTY OF } ss.

On _____, before me, _____, personally appeared Fiona Maria Sander ~~personally known to me~~ (or 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Notary Signature

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 Page 3

[SEAL]

Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

Arthur Wayne Zikorus

STATE OF

} ss.

COUNTY OF

On _____, before me, _____, personally appeared Arthur Wayne Zikorus personally known to me (or 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

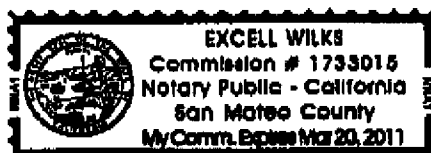
Fiona Maria SanderSTATE OF California }
COUNTY OF San Mateo }

ss.

On 8-6-08, before me, Excell Wilks, personally appeared Fiona Maria Sander personally known to me (or 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

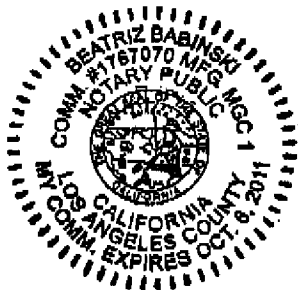
_____
Excell Wilks
Notary Signature

PATENT

REEL: 021407 FRAME: 0252

REEL: 023356 FRAME: 0028

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 12 day of August, 2008

STATE OF California }
COUNTY OF Los Angeles } ss.

On AUG 12 2008, before me, Beatriz Babinski, Notary, personally appeared Vijay Kumar Dhaka personally known to me (or 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

Brady David Esch

STATE OF _____ }
COUNTY OF _____ } ss.

On _____, before me, _____, personally appeared Brady David Esch personally known to me (or 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Notary Signature

2943885
092006/ap

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of _____, 20__.

Vijay Kumar Dhaka

STATE OF _____

ss.

COUNTY OF _____

On _____, before me, _____, personally appeared Vijay Kumar Dhaka personally known to me (or 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 29 day of Sept, 2006.

Brady David Esch

STATE OF CA

ss.

COUNTY OF Santa Clara

On 09/21/2006, before me, PAVNEET SINGH (Notary Public), personally appeared Brady David Esch ~~personally known to me~~ (or 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 he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



2943885
092006/tp

Notary Signature

PATENT

REEL: 021407 FRAME: 0254

REEL: 023356 FRAME: 0030

RECORDED: 10/11/2009