


Client Code: EV3NC.003CPCP1

**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. Adrian Garcia<br/>2. Ting Tina Ye<br/>3. Quang Quoc Tran<br/>4. Aaron Lee Berez</p> <p>Additional name(s) of conveying party(ies) attached?<br/><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>                                                                                                                                                                                             | <p>2. Name and address of receiving party(ies):</p> <p><b>Name:</b> Chestnut Medical Technologies, Inc.<br/><b>Street Address:</b> 173 Jefferson Drive<br/><b>City:</b> Menlo Park <b>State:</b> CA<br/><b>ZIP:</b> 94025-1114</p> <p>Additional name(s) of receiving party(ies) attached?<br/><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
| <p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement<br/><input type="checkbox"/> Merger <input type="checkbox"/> Change of Name<br/><input type="checkbox"/> Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>1. October 12, 2009<br/>2. October 9, 2009<br/>3. October 9, 2009<br/>4. October 9, 2009</p>                                                                                                 | <p>4. US or PCT Application number(s) or US Patent number(s):</p> <p><input checked="" type="checkbox"/> Patent Application No.: 12/426,560<br/>Filing Date: April 20, 2009</p> <p>Additional numbers attached?<br/><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>                                                                            |
| <p>5. Party to whom correspondence concerning document should be mailed:</p> <p><b>Customer No.</b> 68,716<br/><b>Address:</b> Knobbe, Martens, Olson &amp; Bear, LLP<br/>2040 Main Street, 14<sup>th</sup> Floor<br/>Irvine, CA 92614<br/><b>Return Fax:</b> (949) 760-9502<br/><b>Attorney's Docket No.:</b> EV3NC.003CPCP1</p>                                                                                                                                                                                      | <p>6. Total number of applications and patents involved: 1</p>                                                                                                                                                                                                                                                                                                         |
| <p>7. Total fee (37 CFR 1.21(h)): \$40</p> <p><input checked="" type="checkbox"/> 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>Benjamin E. Evans</u><br/>Name of Person Signing</p> <p><br/>Signature</p> <p><u>11/9/09</u><br/>Date</p> <p>60,293<br/>Registration No.</p> <p>Total number of pages including cover sheet, attachments and document: 8</p> |                                                                                                                                                                                                                                                                                                                                                                        |

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

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8084458:110909

700422549

**PATENT**  
**REEL: 023493 FRAME: 0666**

Application No.: 12/426,560  
Filing Date: April 20, 2009

**ASSIGNMENT AGREEMENT**  
Client Code: EV3NC.003CPCP1  
Page 1 of 7

### ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 9 day of October, 2009 and is by **Adrian Garcia**, a US citizen residing at 16271 Azalea Way, Los Gatos, California 95032, **Ting Tina Ye**, a US citizen residing at 3982 Louvre Avenue, San Jose, California 95135, **Quang Quoc Tran**, a US citizen residing at 11 Channel Drive, Redwood City, California 94065, and **Aaron Lee Berez**, a US citizen residing at 1485 Laurel Street, Menlo Park, California 94025 ("ASSIGNOR").

WHEREAS, ASSIGNOR has conceived of an invention ("Invention") disclosed in a patent application entitled **SYSTEM AND METHOD FOR DELIVERING AND DEPLOYING AN OCCLUDING DEVICE WITHIN A VESSEL** and filed in the United States Patent and Trademark Office, on April 20, 2009 as Application No. 12/426,560 ("Application");

WHEREAS, **Chestnut Medical Technologies, Inc.**, a California corporation having offices at 173 Jefferson Drive, Menlo Park, California 94025-1114 ("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, including but not limited to all PCT applications and all National Phase and Regional Phase applications therefrom, 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.

**PATENT**  
**REEL: 023493 FRAME: 0667**

Application No.: 12/426,560  
Filing Date: April 20, 2009

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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. Five (5) signature pages follow.)*

Application No.: 12/426,560  
Filing Date: April 20, 2009

ASSIGNMENT AGREEMENT  
Client Code: EV3NC.003CPCP1  
Page 3 of 7

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 12 day of October, 2009.

Adrian Garcia  
Adrian Garcia

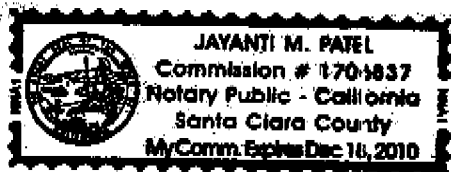
STATE OF California }  
COUNTY OF San Mateo } ss.

On Oct. 12, 2009, before me, Jayanti M. Patel, notary public, personally appeared Adrian Garcia 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 Adrian Garcia executed the same in Adrian Garcia's authorized capacity, and that by Adrian Garcia'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]



J. M. Patel  
Notary Signature

Application No.: 12/426,560  
Filing Date: April 20, 2009

ASSIGNMENT AGREEMENT  
Client Code: EV3NC.003CPCP1  
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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 9 day of October, 2009.

Ting Tina Ye  
Ting Tina Ye

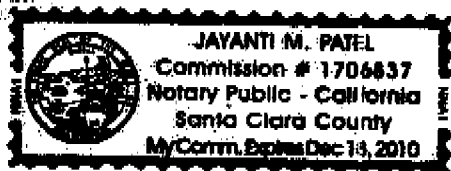
STATE OF California }  
                  San Mateo } ss. of  
COUNTY OF San Mateo }

On Oct. 09, 2009, before me, Jayanti M. Patel, notary public, personally appeared Ting Tina Ye 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 Ting Tina Ye executed the same in Ting Tina Ye's authorized capacity, and that by Ting Tina Ye'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]

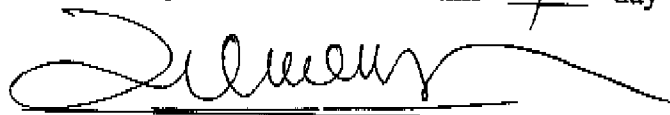


J. Patel  
Notary Signature

Application No.: 12/426,560  
Filing Date: April 20, 2009

ASSIGNMENT AGREEMENT  
Client Code: EV3NC.003CPCP1  
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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 9 day of October, 2009.



Quang Quoc Tran

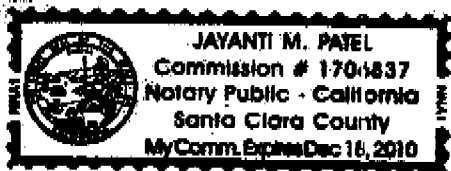
STATE OF California }  
San Mateo } ss. Q  
COUNTY OF ~~Santa Clara~~ }

On Oct. 09 2009, before me, Jayanti M. Patel, notary public, personally appeared Quang Quoc Tran 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 Quang Quoc Tran executed the same in Quang Quoc Tran's authorized capacity, and that by Quang Quoc Tran'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

Application No.: 12/426,560  
Filing Date: April 20, 2009

ASSIGNMENT AGREEMENT  
Client Code: EV3NC.003CPCP1  
Page 6 of 7

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 9 day of October, 2009.

Aaron Lee Berez  
Aaron Lee Berez

STATE OF California }  
San Mateo } ss.  
COUNTY OF ~~Santa Clara~~ }

On Oct. 09, 2009, before me, Jayanti M. Patel, notary public, personally appeared Aaron Lee Berez 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 Aaron Lee Berez executed the same in Aaron Lee Berez's authorized capacity, and that by Aaron Lee Berez'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]



J. Patel  
Notary Signature

Application No.: 12/426,560  
Filing Date: April 20, 2009

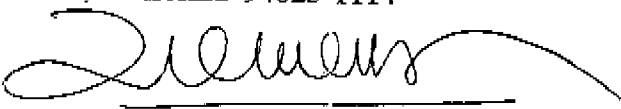
**ASSIGNMENT AGREEMENT**  
Client Code: EV3NC.003CPCP1  
Page 7 of 7

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 9 day of October, 2009.

**ACKNOWLEDGED BY:**

**"ASSIGNEE"**

Chestnut Medical Technologies, Inc.  
173 Jefferson Drive  
Menlo Park, California 94025-1114

By:   
Quang Quoc Tran  
Vice President, Chestnut Medical Operations and  
Product Development

STATE OF CALIFORNIA }  
San Mateo } ss.  
COUNTY OF ~~ORANGE~~

On Oct. 09 2009, before me, Jayanti M. Patel, notary public, the above-named representative, **QUANG QUOC TRAN** of Chestnut Medical Technologies, 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 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.

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

7730314  
092109