

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Symbiontics, Inc.	09/22/2004
RECEIVING PARTY DATA	
Name:	Symbiontics Acquisition Corp.
Street Address:	770 North Water Street
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53202
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12033802
CORRESPONDENCE DATA	
Fax Number:	(617)502-5002
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-248-5000
Email:	patentdocket@choate.com
Correspondent Name:	Choate Hall & Stewart, LLP
Address Line 1:	2 International Place
Address Line 4:	Boston, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	2008266-0061
NAME OF SUBMITTER:	Fanli Chen, PhD, JD
Total Attachments: 7 source=Assignment - Symbiontics, Inc. - Symbiontics Acquisition Corp#page1.tif source=Assignment - Symbiontics, Inc. - Symbiontics Acquisition Corp#page2.tif source=Assignment - Symbiontics, Inc. - Symbiontics Acquisition Corp#page3.tif source=Assignment - Symbiontics, Inc. - Symbiontics Acquisition Corp#page4.tif source=Assignment - Symbiontics, Inc. - Symbiontics Acquisition Corp#page5.tif	

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PATENT ASSIGNMENT

WHEREAS, SYMBIONICS INC. (hereinafter "ASSIGNOR"), a corporation organized and existing under the laws of the State of Delaware, and having a usual place of business at 4041 Forest Park Avenue, St. Louis, Missouri, 63108, is the owner by assignment of patents, patent applications and the inventions listed on Exhibit 1.1(f), including the rights in and to any provisionals, continuations, divisionals, reissues or re-examinations, the corresponding foreign patent applications and foreign patents arising out of the aforementioned patents and patent applications, any future patents related thereto, in whole or in part, or issuing therefrom, and the inventions described and/or claimed in said patents and patent applications (referred to collectively hereinafter as the "PATENT RIGHTS"), and

WHEREAS, SYMBIONICS ACQUISITION CORP. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of Delaware, and having a usual place of business at 770 North Water Street, Milwaukee, Wisconsin, 53202, c/o Mason Wells Biomedical Fund I, L.P., desires to acquire the entire right, title and interest therein, in accordance with agreements entered into with ASSIGNEE;

WHEREAS, ASSIGNOR and ASSIGNEE have entered into a certain Asset Purchase Agreement, dated as of the date hereof, pursuant to which ASSIGNOR agreed to assign to ASSIGNEE all of ASSIGNOR's right, title, and interest in and to ASSIGNOR's intellectual property including, without limitation, the PATENT RIGHTS;

NOW, THEREFORE, to all whom it may concern be it known that for one U.S. Dollar and other good and valuable consideration recited in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby mutually acknowledged, ASSIGNOR has sold, assigned and transferred and by these presents does hereby sell, assign and transfer unto ASSIGNEE, its successors, assigns, and legal representatives, ASSIGNOR's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the inventions described and/or claimed in said PATENT RIGHTS, together with ASSIGNOR's entire right, title and interest in and to the patents and patent applications listed on Exhibit 1.1(f) and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of said patents and patent applications, and any right, title and interest ASSIGNOR may have in provisional applications to which said PATENT RIGHTS claim priority; said inventions, applications and patents to be held and enjoyed by ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made; ASSIGNOR hereby conveys all of its rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment; ASSIGNOR hereby acknowledges that this assignment, being of its entire right, title and interest in and to said inventions, applications and patents, carries with it the right in ASSIGNEE to apply for and obtain from competent

authorities in all countries of the world any and all patents by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all patents to ASSIGNEE in its own name as assignee of ASSIGNOR's entire right, title and interest therein;

AND, ASSIGNOR hereby further agrees for itself and its successors, assigns, agents, and legal representatives: to provide statements or testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved; to communicate to ASSIGNEE, its successors, assigns, and legal representatives, any facts known to ASSIGNOR regarding said inventions, and to testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid inventions to ASSIGNEE, its successors, assigns, and legal representatives, including the execution of non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications; and generally do everything possible to aid ASSIGNEE, its successors, assigns and legal representatives, to obtain, record and enforce full protection for the inventions in all countries, but in each instance at ASSIGNEE's reasonable expense;

AND, ASSIGNOR does hereby authorize and request the Director of the United States Patent and Trademark Office and any officials of any country or countries other than the United States, whose duty it is to issue patents or other forms of industrial property protection, to issue the same as shall be granted upon any application relating to said PATENT RIGHTS to ASSIGNEE, its successors, assigns, or legal representatives;

AND, ASSIGNOR hereby covenants and agrees that it has full right to convey the entire right, title, and interest assigned, and it has not executed and will not execute any agreement in conflict herewith;

IN TESTIMONY WHEREOF, ASSIGNOR and ASSIGNEE by their duly authorized representatives acting on their own free will have caused this instrument to be duly executed and have hereunto set our hands and affixed our seals on the dates set forth below.

SYMBIONTICS, INC.

By: Loren G. Peterson
Name: Loren G. Peterson
Title: President & CEO

State of Wisconsin)
County of Milwaukee) ss

Subscribed and sworn to before me, by the above-named Loren G. Peterson this 22nd
day of September, 2004. The above-named Loren G. Peterson is duly authorized to execute
this instrument on behalf of Symbiontics, Inc.

Kevin M. McCauley
Notary Public: Kevin M. McCauley
My Commission is permanent

SYMBIONTICS ACQUISITION CORP.

By: D. J. Broderick
Name: Daniel J. Broderick
Title: President

State of Wisconsin)
County of Milwaukee) ss

Subscribed and sworn to before me, by the above-named Daniel J. Broderick this 22nd day
of September, 2004. The above-named Daniel J. Broderick is duly authorized to execute this
instrument on behalf of SYMBIONTICS ACQUISITION CORP.

Kevin M. McCauley
Notary Public: Kevin M. McCauley
My Commission is permanent

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EXHIBIT 1.1(G)

Subject Assets (Intellectual Property)

<u>Docket No.</u> <i>(Priority Document)</i>	<u>Serial No.</u>	<u>Filed:</u>
SYM-007PR	60/287,531	04/30/01
SYM-007PR2	60/304,609	07/10/01
SYM-007PR3	60/329,461	10/15/01
SYM-007PR4	60/351,276	01/23/02
SYM-007	10/136,841	04/30/02
SYM-007CP	10/272,483	10/16/02
SYM-007PC	US02/13835	04/30/02
SYM-007AU	2002256423	04/30/02

Docket No. (Priority Document)	Serial No.	Filed:
SYM-007CA	2,445,577	04/30/02
SYM-007EP	02725886.2	04/30/02
SYM-007IL	158623	04/30/02
SYM-007JP	2002-584862	04/30/02
SYM-008PR	60/329,650	10/16/01
SYM-008	10/136,639	04/30/02
SYM-008PC1	US02/32996	10/16/02
SYM-008PC2	US02/32968	10/16/02
SYM-008AU	2002362930	10/16/02

Docket No. (Priority Document)	Serial No.	Filed:
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SYM-008CA	2,463,473	10/16/02
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SYM-008EP	02801739.0	10/16/02
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SYM-008IL	161352	10/16/02
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SYM-008JP	2003-535342	10/16/02
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SYM-009PR	60/384,452	05/29/02
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YM-009PR2	60/386,019	06/05/02
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SYM-009PR3	60/408,816	09/06/02
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SYM-009.	10/272,531	10/16/02
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Docket No. <i>(Priority Document)</i>	Serial No.	Filed:
SYM-009PC	US03/17211	05/29/03
SYM-010PR	60/445,734	02/06/03
SYM-010PR2	60/516,990	11/03/03
SYM-011PR	60/543,812	02/10/04