

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

| Name | Execution Date |
|--------------------|----------------|
| Mani Prakash | 05/06/2002 |
| Francesca Rossetto | 05/06/2002 |
| Anthony Lee | 05/16/2002 |
| Steven Kim | 05/06/2002 |
| Ted Su | 05/06/2002 |
| Jonathan Glassman | 05/15/2002 |

RECEIVING PARTY DATA

| | |
|-----------------|----------------------------|
| Name: | Vivant Medical, Inc. |
| Street Address: | 1916-A Old Middlefield Way |
| City: | Mountain View |
| State/Country: | CALIFORNIA |
| Postal Code: | 94043 |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 12419395 |

CORRESPONDENCE DATA

Fax Number: (303)581-6632

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3035816831

Email: ebd.iplegal@covidien.com

Correspondent Name: Energy-based Devices Attn: IP Legal

Address Line 1: 5920 Longbow Drive

Address Line 2: Mail Stop 36

Address Line 4: Boulder, COLORADO 80301-3299

ATTORNEY DOCKET NUMBER:

H-US-00496CON3 (1544-2CON

501120750

PATENT
REEL: 024088 FRAME: 0879

CH \$40.00 12419395

NAME OF SUBMITTER:

Thomas A. Beaton

Total Attachments: 4

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**ASSIGNMENT
JOINT****COPY**

THIS ASSIGNMENT, by Mani PRAKASH; Francesca ROSSETTO; Anthony LEE; Steven KIM; Ted SU and Jonathan GLASSMAN (hereinafter referred to as the assignors), residing at 576 Virginia Avenue, Campbell, California 95008; 8 Locksley Avenue, Apt. 9B, San Francisco, California 94122; 363 Shelby Drive, Mountain View, California 94043; 1256 Roycott Way, San Jose, California 95125; 14032 Caminito Vistana, San Diego, California 92130 and 6870 Fox Lake Court, Indianapolis, Indiana 46278, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in HIGH-STRENGTH MICROWAVE ANTENNA ASSEMBLIES, set forth in an application for Letters Patent of the United States, having an oath or declaration executed on even date herewith; bearing Serial No. 10/052,848 and filed on November 2, 2001; and

WHEREAS, Vivant Medical, Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 1916-A Old Middlefield Way, Mountain View, California 94043 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

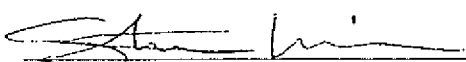
AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

5/6/2002
Date 
Mani PRAKASH

5/6/2002
Date 
Francesca ROSSETTO

Date
Anthony LEE

5/6/02
Date 
Steven KIM

5/6/02
Date 
Ted SU

5/15/02
Date 
Jonathan GLASSMAN

ASSIGNMENT JOINT

COPY

THIS ASSIGNMENT, by Mani PRAKASH; Francesca ROSSETTO; Anthony LEE; Steven KIM; Ted SU and Jonathan GLASSMAN (hereinafter referred to as the assignors), residing at 576 Virginia Avenue, Campbell, California 95008; 8 Locksley Avenue, Apt. 9B, San Francisco, California 94122; 363 Shelby Drive, Mountain View, California 94043; 1256 Roycott Way, San Jose, California 95125; 14032 Caminito Vistana, San Diego, California 92130 and 6870 Fox Lake Court, Indianapolis, Indiana 46278, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in HIGH-STRENGTH MICROWAVE ANTENNA ASSEMBLIES, set forth in an application for Letters Patent of the United States, having an oath or declaration executed on even date herewith; bearing Serial No. 10/052,848 and filed on November 2, 2001; and


WHEREAS, Vivant Medical, Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 1916-A Old Middlefield Way, Mountain View, California 94043 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

Date 5/6/2002 Mani PRAKASH

5/16/02 
Date Anthony LEE

5/6/02
Date

Ted SU
Ted SU

PATENT
REEL: 024088 FRAME: 0884