### PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Jeffrey A. Krolik	12/07/2009
Gwendolyn Watanabe	12/07/2009
James H. Dreher	12/07/2009

### **RECEIVING PARTY DATA**

Name:	Incept, LLC
Street Address:	880 Maude Avenue
Internal Address:	Suite A
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94043

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12746920

## CORRESPONDENCE DATA

Fax Number: (949)625-8955

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

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Correspondent Name: Vista IP Law Group LLP

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Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER: NCPT-0201

NAME OF SUBMITTER: William A. English

Total Attachments: 4

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> PATENT REEL: 024519 FRAME: 0244

## ASSIGNMENT OF PATENT APPLICATION

WHEREAS, I, JEFFREY A. KROLIK, a citizen of the United States (hereinafter referred to as "ASSIGNOR"), have invented and own a certain invention entitled RETRIEVAL APPARATUS AND METHODS FOR USE for which a provisional application in the United States of America was filed on DECEMBER 10, 2007, and assigned Serial No. 61/012,722; and

WHEREAS, INCEPT, LLC, a corporation organized and existing under and by virtue of the laws of the state of California and having its principal place of business at 1198 Longfellow Ave., Campbell, CA 95008 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under any Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers, and sets over unto said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said invention and to all Letters Patent or application or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said invention by said application, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNOR hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents or any legal

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equivalent thereof, to issue said patents to ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

### ASSIGNMENT OF PATENT APPLICATION

WHEREAS, we, JEFFREY A. KROLIK, GWENDOLYN WATANABE, and JAMES H. DREHER, citizens of the United States (hereinafter referred to as "ASSIGNORS"), have invented and own a certain invention entitled RETRIEVAL APPARATUS AND METHODS FOR USE, for which a provisional application in the United States of America was filed on APRIL 18, 2008, and assigned Serial No. 61/046,395; and

WHEREAS, INCEPT, LLC, a limited liability company organized and existing under and by virtue of the laws of the state of Delaware and having its principal place of business at 880 Maude Avenue, Suite A, Mountain View, California, 94043 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under any Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer, and set over unto said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said invention and to all Letters Patent or application or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said invention by said application, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNORS hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents or any legal

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equivalent thereof, to issue said patents to ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

12/7/05 Data

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Jeffrey A. Krolik

Gwendolyn Watanabe

James H Dreher