

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
The Foundry, Inc.	11/16/2009
Mark E. Deem	11/16/2009
Daniel Francis	11/13/2009
Jessi E. Johnson	11/13/2009
Steven Kim	11/13/2009
Alexey Salamini	11/13/2009
Ted Su	11/13/2009
Dan Hallock	11/13/2009
Yoav Ben-Haim	11/13/2009
Shailendhar Saraf	11/13/2009
Peter Smith	12/20/2009

RECEIVING PARTY DATA

Name:	Miramar Labs, Inc.
Street Address:	445 Indio Way
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94085

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12747538

CORRESPONDENCE DATA

Fax Number: (802)862-7512
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 Correspondent Name: Thomas D. Kohler c/o Downs Rachlin Mar

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ATTORNEY DOCKET NUMBER: 13406-012USU1

NAME OF SUBMITTER: Thomas D. Kohler

Total Attachments: 11
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This Consolidated Assignment Agreement is effective October 1st, 2009 (the "Effective Date"), and is among The Foundry, Inc., a Delaware corporation with a place of business at 199 Jefferson Dr., Menlo Park, California 94025 ("The Foundry"); Miramar Labs. Inc., a Delaware corporation with a place of business at 445 Indio Way, Sunnyvale, California 94085 ("Miramar"); and the individuals (collectively, the "Inventors") Mark E. Deem; Daniel Francis; Jessi E. Johnson; Steven Kim; Alexey Salamini; Ted Su; Dan Hallock; Yoav Ben-Haim; Shailendhar Saraf (each a Citizen of the United States); and Peter Smith (a Citizen of the United Kingdom).

BACKGROUND

The Foundry is an incubator of new technology companies.

Miramar is a new technology company incubated by The Foundry.

The Inventors have made inventions directed to Systems, Apparatus, Methods and Procedures for the Noninvasive Treatment of Tissue using Microwave Energy (the/our "Inventions"), as described in PCT Patent Application PCT/US2008/013650, filed 12 December 2008 (Attorney Docket 9853.20759-PCT) (the "Patent Application").

At the time the Inventions arose, the Inventors had obligations to assign their inventions to The Foundry and/or Miramar as follows: Mark E. Deem (The Foundry, and also serving on the Board of Directors of Miramar); Daniel Francis (The Foundry and Miramar, jointly); Jessi E. Johnson (The Foundry and Miramar, jointly); Steven Kim (Miramar); Alexey Salamini (Miramar); Ted Su (Miramar); Dan Hallock (Miramar); Yoav Ben-Haim (Miramar); Shailendhar Saraf (Miramar); and Peter Smith (The Foundry).

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Miramar is desirous of acquiring the entire right, title, and interest in and to the Inventions and the Patent Application.

Accordingly, the parties agree as follows:

1. Consistent with our obligations to The Foundry, and in consideration of good and valuable considerations, receipt of which is acknowledged, we, Mark E. Deem; Daniel Francis; Jessi E. Johnson, and Peter Smith hereby sell and assign to The Foundry, its successors and assigns, our right, title and interest throughout the world in our Inventions, and any utility (non-provisional) applications(s) filed on the Patent Application, and any reissue, divisions, renewals, extensions, continuations, and continuations-in-part of the Patent Application in the United States and throughout the world, and in all rights of priority thereto, and further including all rights to sue for all past and future infringements and collect all past and future damages and other remedies for infringement of any patent right issued for our Inventions.

2. Consistent with our obligations to Miramar, and in consideration of good and valuable considerations, receipt of which is acknowledged, we, Mark E. Deem; Daniel Francis; Jessi E. Johnson; Steven Kim; Alexey Salamini; Ted Su; Dan Hallock; Yoav Ben-Haim; and Shailendhar Saraf hereby sell and assign to Miramar, its successors and assigns, our right, title and interest throughout the world in our Inventions, and any utility (non-provisional) applications(s) filed on the Patent Application, and any reissue, divisions, renewals, extensions, continuations, and continuations-in-part of the Patent Application in the United States and throughout the world, and in all rights of priority thereto, and further including all rights to sue for all past and future infringements and

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collect all past and future damages and other remedies for infringement of any patent right issued for the Inventions.

3. Further, in consideration of good and valuable considerations, receipt of which is acknowledged, The Foundry hereby sells and assigns to Miramar, its successors and assigns, its entire right, title and interest throughout the world in and to the Inventions and the Patent Application, as granted to it in preceding Paragraph 1.

4. The parties hereby agree and confirm that, pursuant to this Consolidated Assignment Agreement, Miramar now holds all right title and interest in the Inventions, the Patent Application, and any utility (non-provisional) applications(s) filed on the Patent Application, and any reissue, divisions, renewals, extensions, continuations, and continuations-in-part of the Patent Application in the United States and throughout the world, and in all rights of priority thereto, and further including all rights to sue for all past and future infringements and collect all past and future damages and other remedies for infringement of any patent right issued for the Inventions.

5. The Foundry and the Inventors each also individually covenants and agrees that they will communicate to Miramar any facts known to them respecting the Inventions, and testify in any legal proceeding, assist in the preparation of any other provisional or non-provisional applications relating to the Inventions, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Patent Application including any improvements made thereto, any utility (non-provisional) application(s) filed therefrom, and any continuing application(s) filed from the Patent Application, and generally do everything possible to aid Miramar to obtain and enforce proper patent protection for the Inventions in all countries.

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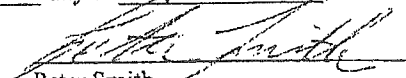
Notary Public Signature _____ (Seal)
My Commission Expires on:

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Signed, sealed and delivered this 20th day of DECEMBER, 2009.


Peter Smith

Witnesses:

Maren Schreider

MAREN SCHREIDER
(WIFE)

Erich Schreider

ERICH SCHREIDER
HENKE 70, NÄMBURG, GERMANY, 06112

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