#### PATENT ASSIGNMENT

#### Electronic Version v1.1 Stylesheet Version v1.1

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**

501201792

Fax Number: (802)862-7512

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

802 863 2375 Phone: Email: patip@drm.com

Correspondent Name: Thomas D. Kohler c/o Downs Rachlin Mar

**REEL: 024520 FRAME: 0097** 

**PATENT** 

Address Line 1: 199 Main Street Address Line 2: PO Box 190 Address Line 4: Burlington, VERMONT 05402-0190 ATTORNEY DOCKET NUMBER: 13406-012USU1 NAME OF SUBMITTER: Thomas D. Kohler **Total Attachments: 11** source=Miramar12US\_Assignment#page1.tif source=Miramar12US\_Assignment#page2.tif source=Miramar12US\_Assignment#page3.tif source=Miramar12US\_Assignment#page4.tif source=Miramar12US\_Assignment#page5.tif source=Miramar12US\_Assignment#page6.tif source=Miramar12US\_Assignment#page7.tif source=Miramar12US\_Assignment#page8.tif source=Miramar12US Assignment#page9.tif

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This Consolidated Assignment Agreement is effective October 1<sup>st</sup>, 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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CONSOLIDATED ASSIGNMENT AGREEMENT
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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.

Attorney Docket 9853.20759

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# CONSOLIDATED ASSIGNMENT AGREEMENT Page 4 of 11

Signed, sealed and delivered this	day of November, 2009.
	The Foundry, Inc.  By: A CE  Name MACE DECOR  Title MANAGING PRETITER
State of California ) ) ss: County of Sax musico)	
On What day of National 2009, before me, the un personall basis of satisfactory evidence) to be the person who instrument and acknowledged to me that he execut and that by his signature on the instrument the entiacted, executed the instrument.  WITNESS my hand and official seal.  Notary Public Signature  My Commission Expires on: WINDO	y known to me (or proved to me on the ose name is subscribed to the within ed the same in his authorized capacity,
Signed, sealed and delivered this	day of November, 2009.  Mark E. Deem
State of California ) ) ss: County of Salmareo)	
On <u>Not</u> day of <u>Nwengar</u> 2009, before me, the un E. Deem personally known to me (or proved to me to be the person whose name is subscribed to the vauthorized capacity, and that by his signature on thinstrument.	e on the basis of satisfactory evidence) within, that he executed the same in his
WITNESS my hand and official seal.	
Notary Public Signature  My Commission Expires on: U4/2010  Attorney Docket 9853.20759	(Seal)  CATHY M. WONG COMM. #1672368 Notary Public - California Santa Clara County
<b>本語のHCY わりにない 70カカルケノカク</b>	My Comm. Expires Jun. 4, 2010

### CONSOLIDATED ASSIGNMENT AGREEMENT Page 5 of 11

Signed, sealed and delivered this		
Daniel Francis		
State of California )		
) ss: County of Sant CLANK		
On the day of November 2009, before me, the undersigned, personally appeared Daniel Francis personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within, that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.  CATHY M. WONG COMM. #1672368 Notary Public · California On the Community Public · California · Ca		
WILNESS my hand and official seal.		
Notary Public Signature (Seal)		
My Commission Expires on: WINIZOIO		
Signed, sealed and delivered this 13th day of November, 2009.  Jess E. Johnson		
State of California )		
County of Sauta Clark		
On 13 day of Normal 2009, before me, the undersigned, personally appeared Jessi E. Johnson personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within, that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.		
WITNESS my hand and official seal.		
Notary Public Signature (Seal)  My Commission Expires on: While the seal of th		
CATHY M. WONG COMM. #1672368 Notary Public · California Santa Clara County My Comm. Expires Jun. 4, 2010		

Attorney Docket 9853.20759

### CONSOLIDATED ASSIGNMENT AGREEMENT Page 6 of 11

Signed, sealed and delivered this 13th day of North Con , 2009.
State of California ) ) ss: County of SAFA CLARA
On 130 day of 100 Notary Public Signature  2009, before me, the undersigned, personally appeared Steven the undersigned, personally appeared Steven to the undersigned to the
Signed, sealed and delivered this
State of California )  ) ss:  County of Source County
On 125 day of 2009, before me, the undersigned, personally appeared Alexey Salamini personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within, that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.
WITNESS my hand and official seal.
Notary Public Signature (Seal)  My Commission Expires on: Wull 1247 (CATHY M. WONG)
Attorney Docket 9853 20759  Attorney Docket 9853 20759  Attorney Docket 9853 20759

## CONSOLIDATED ASSIGNMENT AGREEMENT Page 7 of 11

Signed, sealed and delivered this 13 day of November, 2009.
Ted Su
State of California )
County of SAVA CLARA
On 132 day of Morange 2009, before me, the undersigned, personally appeared Ted Su personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within, that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.
WITNESS my hand and official seal.
Notary Public Signature (Seal)
My Commission Expires on: 6/4/2010
My Commission Expires on:  CATHY M. WONG COMM. #1672368 z Notary Public - California Santa Clara County My Comm. Expires Jun. 4, 2010
Signed, sealed and delivered this 13th day of November, 2009.  Dan Hallock
State of California )
) ss: County of Sassa CLARA
On 130 day of 1000 day of 1000 before me, the undersigned, personally appeared Dan Hallock personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within, that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.
WITNESS my hand and official seal.  CATHY M. WONG COMM. #1672368 Notary Public · California Santa Clara County My Comm. Expires Jun. 4, 2010  Attorney Docket 9853.20759

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Notary Public Signature	(Seal
My Commission Expires on:	

Attorney Docket 9853.20759

## CONSOLIDATED ASSIGNMENT AGREEMENT Page 9 of 11

Signed, sealed and delivered this /3 day of NOVEMBER , 2009.
Year Ben-Haim  State of California )  ss:  County of Sama Cana
On 131 day of November 2009, before me, the undersigned, personally appeared Yoav Ben-Haim personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within, that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.  WITNESS my hand and official seal.  Notary Public Signature  Notary Public Signature  My Commission Expires on: [14]2470  (Seal)
Signed, sealed and delivered this
State of California )  ss:  County of South Currola
On 131 day of Number 2009, before me, the undersigned, personally appeared Shailendhar Saraf  personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within, that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument.
WITNESS my hand and official seal.
Notary Public Signature (Seal)  My Commission Expires on: Whize (Seal)
Attorney Docket 9853,20759  CATHY M. WONG COMM. #1672368 z Notary Public · California Santa Clara County My Comm. Expires Jun. 4, 2010 P

### CONSOLIDATED ASSIGNMENT AGREEMENT Page 10 of 11

Signed, sealed and delivered this day of	[16verbor, 2009.
By: Name /	Tenare E. Shy Remare E. Shy PLaw + General Course
State of California )  ) ss:  County of Salamarea	
On What day of Works 2009, before me, the undersigned personally known basis of satisfactory evidence) to be the person whose name instrument and acknowledged to me wat he executed the sat and that by his signature on the instrument the entity upon bacted, executed the instrument.	to me (or proved to me on the is subscribed to the within ne in his authorized capacity,
WITNESS my hand and official seal.	
Notary Public Signature  My Commission Expires on: 6/1/2010	(Seal)
NRO1	CATHY M. WONG COMM. #1672368 Notary Public - California Santa Clara County My Comm. Expires Jun. 4, 2010

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Signed, sealed and delivered this	20th day of DECEMBER, 2009.  Peter Smith
Witnesses: Maren Silvachi	MAKEN EXHECEDER
End Wester	FRICH SCHROEDER GERMANY CHAIS

Attorney Docket 9853.20759

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**RECORDED: 06/11/2010**