

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RESTENT THEREPEUTICS, INC.	02/01/2004
RECEIVING PARTY DATA	
Name:	THERMONIX CORPORATION
Street Address:	3601 Missesota Drive
Internal Address:	Suite 800
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55435
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6786904
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	342648-00701
NAME OF SUBMITTER:	Jeffrey Morgan
Total Attachments: 2 source=Restent-Thermonix#page1.tif source=Restent-Thermonix#page2.tif	

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A S S I G N M E N T

WHEREAS RESTENT THERAPEUTICS, INC. a Delaware corporation (the "Assignor"), by way of a prior assignment, is the owner of a certain new and useful invention as set forth and disclosed in a application for United States Letters Patent, entitled METHOD AND DEVICE FOR TREATING VULNERABLE PLAQUE, the specification of which was filed on January 10, 2002, as Serial No.10/044,475.

WHEREAS, THERMONIX CORPORATION, a Minnesota corporation, having and address of 3601 Minnesota Drive, Suite 800, Minneapolis, MN 55435 (hereinafter referred to "Assignee"), is desirous of acquiring the entire right, title and interest in and to said invention and in and to any and all Letters Patent of the United States and foreign countries that may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention as set forth in the above-mentioned application, including any provisional application which this invention claims priority to, any utility applications, continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention;

UPON SAID CONSIDERATION, Assignor shall not execute any writing or do any act whatsoever conflicting with the terms and conditions of this Agreement, and that Assignor will, at any time upon request, without further or additional consideration, but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for or obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any and all proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of Assignor and Assignee;

The undersigned hereby grant(s) the firm of PEPPER HAMILTON LLP the power to insert on this Assignment any further identification, including the application number and filing date, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

AND we request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States that may be issued for said invention to said Assignee, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

RESTENT THERAPEUTICS, INC.

Date: _____, 2004

By: _____

Name: SAMUEL STRAFACETitle: CEOSTATE OF Massachusetts)

) SS:

COUNTY OF Middlesex)

On this 1st day of February, 2004, before me personally appeared Samuel Straface, who represents that he/she is the CEO of Restent Therapeutics, Inc., a Delaware corporation, and as such CEO is authorized to execute the above instrument, and acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

S E A L

Kelly M. Kilmore
Notary PublicMy commission expires October 2009