

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
John H. Shadduck	02/16/2010
Michael Hoey	02/22/2010
<b>RECEIVING PARTY DATA</b>	
Name:	NxThera, Inc.
Street Address:	4186 Lexington Ave. N.
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55126
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12614238
<b>CORRESPONDENCE DATA</b>	
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Correspondent Name:	Justin P. Thomas
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Address Line 2:	2755 Campus Drive, Suite 210
Address Line 4:	San Mateo, CALIFORNIA 94403
ATTORNEY DOCKET NUMBER:	10837-700.201 NXT-0400
NAME OF SUBMITTER:	Justin P. Thomas, Reg. 63,301
Total Attachments: 4 source=10837-700-201-Assignment#page1.tif source=10837-700-201-Assignment#page2.tif	

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**PATENT**  
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**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

PATENT AND TRADEMARK OFFICE

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. Name of conveying party(ies):

**(1) JOHN H. SHADDUCK;****(2) MICHAEL HOEY**

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: **NxTHERA, INC.**  
**4186 Lexington Ave. N.**  
**St. Paul, MN 55126**

3. Nature of Conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Name and address of receiving party(ies):

Name:

Street Address:

City: State:

Zip:

Country:

Additional name(s) &amp; address(es) attached?

☐ Yes ☒ No**EXECUTION DATES: (1) 02/16/2010; (2) 02/22/2010**

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) – **12/614,238**

Title: **Systems and Methods for  
Treatment of Prostatic Tissue**

B. Patent No.(s)

Additional numbers attached?

☐

Yes

☒

No

5. Name and address of party to whom correspondence concerning document should be mailed:

**Justin P. Thomas**  
**Shay Glenn LLP**  
**2755 Campus Drive, Suite 210**  
**San Mateo, CA 94403**

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

☐

A check is enclosed that includes the total fee.

☒

The \$40 fee is being paid by EFS.

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8. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

**Justin P. Thomas, # 63,301**

Name of Person Signing



Signature

July 26, 2010

Date

Total number of pages including cover sheet, attachments, and documents:

This Assignment of Patent Application is between **John H. SHADDUCK** of Tiburon, CA, and **Michael HOEY** of Shoreview, MN (hereinafter referred to as "Inventors") and **NxThera, Inc.**, a corporation of the State of Delaware, having a place of business at 4186 Lexington Ave. N., St. Paul, MN 55110 (hereinafter termed "Assignee").

WHEREAS, Inventors have invented certain new and useful improvements in:

**"SYSTEMS AND METHODS FOR TREATMENT OF PROSTATIC TISSUE"**

for which an application for a United States Patent was filed on November 6, 2009, as Application No. 12/614,238.

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to said application and the invention claimed therein, including all embodiments of the claimed invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of the said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contest, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

Docket Number: 10837-700 201 / NXT-0400

3 The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his heirs, legal representatives and assigns.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee:

Dated: 2-16-10

  
\_\_\_\_\_  
JOHN H. SHADDUCK

Dated: \_\_\_\_\_

\_\_\_\_\_  
MICHAEL HOEY

Docket Number: 10837-700.201 / NXT-0400

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his heirs, legal representatives and assigns.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee:

Dated: \_\_\_\_\_

JOHN H. SHADDUCK

Dated: Feb. 22, 2010

MICHAEL HOET