#### PATENT ASSIGNMENT

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

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Scott D. Miles	08/23/2010
Clark C. Davis	08/23/2010
Daryl R. Edmiston	08/23/2010
Richard J. Linder	08/23/2010

#### RECEIVING PARTY DATA

Name:	COHEREX MEDICAL, INC.	
Street Address:	3598 West 1820 South	
City:	Salt Lake City	
State/Country:	UTAH	
Postal Code:	84104	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12818046

#### **CORRESPONDENCE DATA**

(801)799-5700 Fax Number:

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

Phone: 8017995800

Email: slcipdocket@hollandhart.com

Correspondent Name: Bradley B. Jensen/Holland & Hart, LLP

Address Line 1: 222 S. Main Street, Suite 2200 Address Line 4: Salt Lake City, UTAH 84101

ATTORNEY DOCKET NUMBER: 59666.0151

NAME OF SUBMITTER: Bradley B. Jensen

**Total Attachments: 3** 

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#### ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, each undersigned ASSIGNOR does hereby:

SELL, ASSIGN AND TRANSFER to Coherex Medical, Inc. ("ASSIGNEE"), a corporation of the state of Delaware having a place of business at 3598 West 1820 South, Salt Lake City, Utah 84104, the entire right, title and interest for the United States and all foreign countries in and to any and all improvements which are disclosed in the Application for United States Letters Patent Serial No. 12/818,046 filed on June 17, 2010, and entitled MEDICAL DEVICE FOR MODIFICATION OF LEFT ATRIAL APPENDAGE AND RELATED SYSTEMS AND METHODS, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all foreign countries relating to any of such improvements; all original, reexamined and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application made in the United States;

**AUTHORIZE** the ASSIGNEE to apply for and receive any and all United States and foreign patents relating to such improvements in its own name;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the ASSIGNEE;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, to execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications relating to any and all such improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything possible which the ASSIGNEE shall consider desirable for vesting title to such improvements in the ASSIGNEE, and to secure, maintain, defend and enforce valid and enforceable patent protection for such improvements;

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## ASSIGNMENT (Cont.)

AGREE AND ACKNOWLEDGE that the SALE, ASSIGNMENT AND TRANSFER of rights and property set forth herein is and shall be IRREVOCABLE and BINDING upon the heirs, assigns, representatives and successors of each undersigned ASSIGNOR and EXTEND to the successors, assigns and nominees of the ASSIGNEE.

ASSIGNORS	
Scott D. Miles	Date 23 Aug/0
Clark C. Davis	Date 8/23/2010
Mary Edmistra Daryl R. Edmiston	Date <u>8-23-10</u>
Richard J. Linder	Date <u>8/23/2010</u>
COUNTY OF SALT LAKE ) :ss. STATE OF UTAH )	
On this 23rd day of August Miles to me known to be the person whose acknowledged to me that he executed the san	, 2010, before me personally appeared Scott D. e name is subscribed to the foregoing instrument, and ne.
My Commission Expires: $- \sqrt{\omega_{20}}$	Notary Public in and for said County and State  JENIFER D SCHMIDT  NOTARY PUBLIC * STATE OF UTAH  COMMISSION NO. 583244

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# ASSIGNMENT (Cont.)

COUNTY OF SALT LAKE )
STATE OF UTAH )
On this 33 day of August , 2010, before me personally appeared Clark C.  Davis to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.  Notary Public in and for said Lauranian State of the Commission No. 583246  My Commission Expires: 7 6 2014
COUNTY OF SALT LAKE )  :ss.  STATE OF UTAH )  On this 23 day of August, 2010, before me personally appeared Daryl R.  Edmiston to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.
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My Commission Expires: 7/6/204 Notary Public in and for said County had Status Sion No. 863284 COMM. EXP. 07/06/2014
COUNTY OF SALT LAKE )
STATE OF UTAH  On this 3 day of 4 day of 2010, before me personally appeared Richard J.  Linder to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.
Notary Public in and for said County and State  My Commission Expires:  JENIFER D SCHMIDT  NOTARY PUBLIC • STATE OF LITTAH  COMMISSION NO. 563244  COMM. EXP. 07/06/2014

RECORDED: 09/02/2010 REEL: 024934 FRAME: 0779