

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	ASSIGNMENT														
CONVEYING PARTY DATA															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Michael P. Wallace</td> <td>05/10/2010</td> </tr> <tr> <td>Robert Garabedian</td> <td>05/10/2010</td> </tr> <tr> <td>Nestor C. Cantorna</td> <td>05/10/2010</td> </tr> <tr> <td>Jeffery L. Bleich</td> <td>05/20/2010</td> </tr> <tr> <td>Roy Leguidleguid</td> <td>05/10/2010</td> </tr> <tr> <td>Ronald Leguidleguid</td> <td>05/10/2010</td> </tr> </tbody> </table>		Name	Execution Date	Michael P. Wallace	05/10/2010	Robert Garabedian	05/10/2010	Nestor C. Cantorna	05/10/2010	Jeffery L. Bleich	05/20/2010	Roy Leguidleguid	05/10/2010	Ronald Leguidleguid	05/10/2010
Name	Execution Date														
Michael P. Wallace	05/10/2010														
Robert Garabedian	05/10/2010														
Nestor C. Cantorna	05/10/2010														
Jeffery L. Bleich	05/20/2010														
Roy Leguidleguid	05/10/2010														
Ronald Leguidleguid	05/10/2010														
RECEIVING PARTY DATA															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Baxano, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>655 River Oaks Parkway</td> </tr> <tr> <td>City:</td> <td>San Jose</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>95134</td> </tr> </table>		Name:	Baxano, Inc.	Street Address:	655 River Oaks Parkway	City:	San Jose	State/Country:	CALIFORNIA	Postal Code:	95134				
Name:	Baxano, Inc.														
Street Address:	655 River Oaks Parkway														
City:	San Jose														
State/Country:	CALIFORNIA														
Postal Code:	95134														
PROPERTY NUMBERS Total: 1															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Property Type</th> <th style="width: 70%;">Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12773595</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12773595										
Property Type	Number														
Application Number:	12773595														
CORRESPONDENCE DATA															
<p>Fax Number: (408)514-2201</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 4085142226</p> <p>Email: jhudak@baxano.com</p> <p>Correspondent Name: Jessica Hudak</p> <p>Address Line 1: 655 River Oaks Parkway</p> <p>Address Line 4: San Jose, CALIFORNIA 95134</p>															
ATTORNEY DOCKET NUMBER:	10376-731.200														
NAME OF SUBMITTER:	Jessica Hudak														

OP \$40.00 12773595

501362316

PATENT
REEL: 025416 FRAME: 0592

Total Attachments: 5

source=20101109 10376-731.200 Assignment Recordation#page1.tif

source=20101109 10376-731.200 Assignment Recordation#page2.tif

source=20101109 10376-731.200 Assignment Recordation#page3.tif

source=20101109 10376-731.200 Assignment Recordation#page4.tif

source=20101109 10376-731.200 Assignment Recordation#page5.tif

ASSIGNMENT OF PATENT APPLICATION**Docket Number: 10376-731.200**

This Assignment of Patent Application is between: **Michael P. Wallace** of Pleasanton, CA; **Robert Garabedian** of Mountain View, CA; **Nestor C. Cantorna** of Fremont, CA; **Jeffery L. Bleich** of Palo Alto, CA; **Roy Leguidleguid** of Union City, CA and **Ronald Leguidleguid** of Fremont, CA (hereinafter referred to as "Inventor") and **Baxano, Inc.** a corporation of the State of Delaware, having a place of business at 655 River Oaks Parkway, San Jose, CA, 95134, (hereinafter termed "Assignee").

WHEREAS Inventor has invented certain new and useful improvements in:

"TISSUE MODIFICATION DEVICES AND METHODS"

for which an application for the United States Patent was filed on **May 4, 2010**, Application No. **12/773,595**.

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the 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 Inventor does 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 Inventor hereby covenants and agrees 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.

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.

4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

ASSIGNMENT OF PATENT APPLICATION**Docket Number: 10376-731.200**

IN WITNESS WHEREOF, said Inventor has executed and delivered this instrument to said Assignee:

Date

5/10/10


Michael P. Wallace

Date

5/10/10


Robert Garabedian

Date

5/10/10


Nestor C. Cantorna

Date

Jeffery L. Bleich

Date

5/10/10


Roy Leguidleguid

Date

05/10/10


Ronald Leguidleguid

ASSIGNMENT OF PATENT APPLICATION**Docket Number: 10376-731.200**

IN WITNESS WHEREOF, said Inventor has executed and delivered this instrument to said Assignee:

Date_____
Michael P. Wallace_____
Date_____
Robert Garabedian_____
Date_____
Nestor C. Cantorna_____
Date

5/20/2010

Jeffery L. Bleich_____
Date_____
Roy Leguidleguid_____
Date_____
Ronald Leguidleguid