

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Juan Carlos PARODI	08/22/2002
RECEIVING PARTY DATA	
Name:	Aptus EndoSystems, Inc.
Street Address:	777 North Pastoria Avenue
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94085
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7591842
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Email:	pellison@mofo.com
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Address Line 2:	755 Page Mill Road
Address Line 4:	Palo Alto, CALIFORNIA 94304-1018
ATTORNEY DOCKET NUMBER:	686732000502
NAME OF SUBMITTER:	Catherine O. Liang
Total Attachments: 13 source=Parodi_Aptus#page1.tif source=Parodi_Aptus#page2.tif source=Parodi_Aptus#page3.tif source=Parodi_Aptus#page4.tif	

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**TECHNOLOGY TRANSFER AGREEMENT
(JUAN CARLOS PARODI, M.D.)**

This Technology Transfer Agreement (the "Agreement") is effective August 22, 2002 (the "Effective Date") and is between Juan Carlos Parodi, M.D., an individual and resident of the country of Argentina ("Dr. Parodi") and Aptus EndoSystems, Inc., a Delaware corporation, and its successors and assigns ("Aptus").

Background

Dr. Parodi owns certain designated technology rights and associated intellectual property rights that relate to the attachment or fastening of prosthesis or devices in the body, which are the subject of Argentine Patent Application Serial No. P19980101145, filed March 13, 1998 and entitled "Endovascular Device for Application of Prosthesis with Sutures" (and counterparts thereof throughout the world); Argentine Patent Application Serial No. P19980101144, filed March 13, 1998 and entitled "Endovascular Prosthesis with Sutures" (and counterparts thereof throughout the world); and International Patent Cooperation Treated (PCT) Application Publication No. WO 00/16701, filed September 17, 1999 and entitled "Endovascular Fastener Application" (and counterparts thereof throughout the world) (which shall collectively be called the "Parodi Fastening Technologies").

Aptus desires exclusive ownership or control of the Parodi Fastening Technologies to research, design, develop, manufacture, sell, or promote technologies, products, or techniques in the conduct of its business activities.

Accordingly, the parties agree as follows:

Article 1. Definition of Terms

1.1. "Parodi Core Patent Rights" shall mean the all patents and patent applications throughout the world disclosing or claiming the Parodi Fastening Technologies, among which those identified in Schedule A are in existence on or before the Effective Date, and all divisionals, continuations, continuations-in-part, reissues, or reexaminations thereof throughout the world that come into existence after the Effective Date.

Article 2. Transfer of Rights

2.1 Grant. Dr. Parodi hereby grants to Aptus, its successors and assigns, an exclusive, worldwide, and royalty free right under the Parodi Fastening Technologies and Parodi Core Patent Rights, along with the unrestricted right to grant or authorize licenses to others: (i) to design, develop, make, have made, use, sell, have sold, offer for sale, import, export or otherwise distribute technologies or products based upon, or involving, or incorporating, or improving upon the Parodi Fastening Technologies in all fields of use; (ii) to practice or authorize the practice of any method, process, or procedure based upon, or involving, or incorporating, or improving upon the Parodi Fastening Technologies in all fields of use; and (iii) to otherwise exploit the Parodi Fastening Technologies in all fields of use (the "Grant of Rights").

2.2. Nature of the Grant. Dr. Parodi shall retain sole ownership of the Parodi Fastening Technologies and Parodi Core Patent Rights, subject to the Grant of Rights, until the earlier of (i) the close of Series A2 financing of Aptus, or (ii) immediately prior to a sale or acquisition of Aptus (for example, pursuant to a merger, consolidation, or sale of assets, or by sale or exchange of Aptus stock) (the "Triggering Event"). Prior to the Triggering Event, the Grant of Rights shall be an exclusive, worldwide, and royalty free license to Aptus, its successors and assigns, under Dr. Parodi's entire right, title, and interest in the Parodi Fastening Technologies and Parodi Core Patent Rights in all field of use, effective as of the Effective Date (the "Exclusive License"). Prior to the occurrence of the Triggering Event, Dr. Parodi may not terminate the Exclusive License; provided, however, if the Triggering Event does not occur within three (3) years after the Effective Date, Dr. Parodi may thereafter provide sixty (60) days prior written notice of termination to Aptus (the "Notice Period"), and the Exclusive License shall terminate if the Triggering Event does not occur by the end of the Notice Period. In all other circumstances, exclusive ownership and control of all right, title, and interest in the Parodi Fastening Technologies and Parodi Core Patent Rights and any and all improvements or modifications made, based or arising thereunder, shall immediately and automatically transfer to Aptus, effective immediately prior to the occurrence of the Triggering Event, and, effective as of occurrence the Triggering Event, the Grant of Rights shall convert to a worldwide, paid-up sale and assignment to Aptus, its successors and assigns, of Dr. Parodi's entire right, title, and interest in the Parodi Fastening Technologies and Parodi Core Patent

Rights and any and all improvements or modifications made, based or arising thereunder, (the "Assignment"). The Assignment, once effective, shall be irrevocable by Dr. Parodi.

2.3. Right to Prosecute. For the period during which either the Exclusive License or Assignment is in effect, Aptus shall have the sole right, in its discretion and at its expense, to control and conduct the prosecution of the Parodi Core Patent Rights worldwide.

2.4. Improvements. Dr. Parodi acknowledges that Aptus shall exclusively own all intellectual property rights and other technology rights in all fields of use that employees, agents, consultants, or contractors of Aptus (other than Dr. Parodi) conceive or develop after the Effective Date and whether based on or arising out of the Parodi Fastening Technologies or otherwise (the "Aptus Improvements"). The Company's rights with respect to any work product, inventions and any related intellectual property rights made or otherwise created by Dr. Parodi in the course of his services to the Company under the Consulting Agreement between the Company and Dr. Parodi (the "Consulting Agreement") shall be as set forth in the Consulting Agreement. Aptus shall have the sole right, in its discretion and at its expense, to control and conduct the patent prosecution for the Aptus Improvements worldwide.

Article 3. Consideration

3.1. Consideration. The terms of that certain Founder Stock Purchase Agreement between Dr. Parodi and Aptus of even date herewith (which is hereby incorporated into this Agreement by reference) constitute the consideration for the undertakings and obligations of the parties under Article 2 of this Agreement.

Article 4. Representations and Warranties

4.1. Parodi Fastening Technologies. Dr. Parodi has, prior to the Effective Date, terminated a previous grant of rights to United States Surgical Corporation under certain of the Parodi Fastening Technologies, as evidenced in Schedule B. Dr. Parodi has also, prior to the Effective Date, obtained written affirmation from Boston Scientific Corporation ("BSC") that BSC has no rights to the Parodi Fastening Technologies, as well as written confirmation from BSC that Dr. Parodi is free under the terms of his consulting agreement with BSC to sell the Parodi Fastening Technologies, as evidenced in Schedule C. Accordingly, Dr. Parodi represents and warrants that: (i) as of the Effective Date, Dr. Parodi has the legal right, title, and power to enter into this Agreement and to extend the rights granted to Aptus in this

Agreement; (ii) as of the Effective Date, there are no existing rights under the Parodi Fastening Technologies that are inconsistent with the rights and licenses granted to Aptus herein; (iii) after the Effective Date, Dr. Parodi will not grant any rights under the Parodi Fastening Technologies that are inconsistent with the rights and licenses granted to Aptus herein; and (iv) upon the execution and delivery of this Agreement, this Agreement shall constitute a valid and binding obligation of Dr. Parodi and his assigns and successors, enforceable in accordance with its terms.

4.2. Parodi Core Patent Rights. Dr. Parodi further represents and warrants that, as of the Effective Date, and to the best of his knowledge: (i) the listing of Parodi Core Patent Rights in Schedule A is a complete and accurate listing of such rights in existence as of the Effective Date; (ii) there is no pending or threatened claim or litigation contesting the ownership, derivation, inventorship, validity or right to use any of the Parodi Core Patent Rights; and (iii) Dr. Parodi has not received any notice of infringement with respect to the Parodi Core Patent Rights

Article 5. Miscellaneous

5.1. Assignment. This Agreement may be assigned or otherwise transferred by any party without the consent of the other party.

5.2. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to the choice of laws provisions thereof.

5.3. Entire Agreement. This Agreement, together with the appendices hereto, contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous discussions and agreements between the parties. All express or implied agreements and understandings, either oral or written, heretofore made with respect to the subject matter of this Agreement are expressly merged in and made a part of this Agreement. This Agreement may be amended, or any term hereof modified, only by a written instrument duly executed by both parties hereto.

5.4. Savings Clause. Should any valid federal or state law or final determination of any administrative agency or court of competent jurisdiction invalidate or otherwise affect any provision of this Agreement, the provision or provisions so affected shall be conformed automatically and to the extent possible to the law or determination in question, and in all events the remaining provisions of this Agreement shall continue in full force and effect.

Technology Transfer Agreement (Juan Carlos Parodi, M.D.)
Page 5

5.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above.

Juan Carlos Parodi, M.D.

Date: 8/22/2002

Aptus EndoSystems, Inc.

By: _____

Name:

Title: President

Date:

Technology Transfer Agreement (Juan Carlos Parodi, M.D.)
Page 5

5.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective

Date set forth above.

Juan Carlos Parodi, M.D.

Date:

Aptus EndoSystems, Inc

By:

Name: Alan Kaganov

Title: President

Date:

SCHEDULE A TO AGREEMENT
LISTING OF PARODI CORE PATENT RIGHTS

I. Patent Family: Docket 2136

United States Patent Application Serial No. 09/266,200
Filed: March 10, 1999
Title: Endovascular Device For Application of Prosthesis With Sutures
Status: Abandoned

United States Patent Application Serial No. 09/640,554
Filed August 18, 2000
Title: Endovascular Device For Application of Prosthesis With Sutures
Status: United States Patent No. 6,336,933

Argentine Patent Application Serial No. P19980101145
Filed March 13, 1998
Title: Endovascular Device For Application of Prosthesis With Sutures
Status: Abandoned

European Patent Application Serial No. 99 104 004.9-1265
Filed March 12, 1999
Title: Endovascular Device For Application of Prosthesis With Sutures
Status: Pending

Canadian Patent Application Serial No. 2,265,136
Filed March 10, 1999
Entitled: Endovascular Device For Application of Prosthesis With Sutures
Status: Pending

II. Patent Family: Docket 2137

United States Patent Application Serial No. 09/266,136
Filed: March 10, 1999
Title: Endovascular Prosthesis with Suture Holder
Status: Abandoned

United States Patent Application Serial No. 09/640,819
Filed August 17, 2000
Title: Endovascular Prosthesis with Suture Holder
Status: Abandoned

United States Patent Application Serial No. 09/935,893
Filed August 23, 2001

Technology Transfer Agreement (Juan Carlos Parodi, M.D.)
Page 7

Title: Endovascular Prosthesis with Suture Holder
Status: Pending
Argentine Patent Application Serial No. P19980101144
Filed March 13, 1998
Title: Endovascular Prosthesis with Suture Holder
Status: Abandoned

European Patent Application Serial No.99 104 005.6-1265
Filed March 12, 1999
Title: Endovascular Prosthesis with Suture Holder
Status: Pending

Canadian Patent Application Serial No. 2,265,131
Filed March 10, 1999
Entitled: Endovascular Prosthesis with Suture Holder
Status: Pending

**III. Patent Family: Parodi Joint Applicant with United States Surgical
(Incorporating Parodi Sole Inventions of Patent Family Docket 2136)**

United States Provisional Patent Application Serial No. 60/101,050
Filed September 18, 1998
Title: Endovascular Fastener Applicator
Status: Lapsed

International Patent Cooperation Treaty Application Publication No. WO 00/16701
International Filing Date: September 17, 1999
Title: Endovascular Fastener Applicator
Status: Pending

United States Patent Application Corresponding to PCT WO 00/16701
Serial Number: 09/787,135
Filing Date: September 17, 1999
Title: Endovascular Fastener Applicator
Status: Pending

United States Patent Continuation Application Corresponding to PCT WO 00/16701
Serial Number: 10/099,149
Filing Date: March 15, 2002
Title: Systems and Methods for Applying a Suture Within a Blood Vessel Lumen

SCHEDULE B TO AGREEMENT

**DR. PARODI'S TERMINATION OF RIGHTS OF UNITED STATES SURGICAL
CORPORATION TO PARODI FASTENING TECHNOLOGIES**

Buenos Aires, November 26, 2001

Mr. Alan Panzer
President
United States Surgical Corporation
150 Glover Avenue
Norwalk, CT 06856

Dear Mr. Panzer:

It is with a firm sense of resolve and finality that I write this letter. In 1997, I entered into an agreement with United States Surgical to develop my invention "Staplers to Affix Grafts to Arteries." I entered into this arrangement in good faith and with the understanding that my invention was to be developed into a product. It is now clear both by the complete absence of written contact and discussions I have had with employees assigned to develop my technology, that United States Surgical has discontinued development of my invention as stated in prior letters and emails exchanged between United States Surgical (Tom Dugan) during 1998 and 2000. Based on these facts, I am terminating as of November 23, 2001, the license to United States Surgical. I am entitled to do this under section 6 (c) of the Consulting Agreement. Your rights under section 6 (b) are also now terminated.

Please return to me within 10 business days all original patent and patent application files (worldwide) pertaining to the technology licensed to you under the Consulting Agreement. Please forward these materials to me at: Instituto Cardiovascular de Buenos Aires, Blanco Encalada 1543, C1428DCO Buenos Aires, Argentina.

Please acknowledge receipt of this letter by signing the signature line at the end of this letter.


Juan Carlos Parodi, MD

Signature

Date

SCHEDULE C TO AGREEMENT
AFFIRMATION BY BOSTON SCIENTIFIC CORPORATION REGARDING PARODI
FASTENING TECHNOLOGIES

Boston Scientific

July 22, 2002

Juan C. Parodi, M.D.
Instituto Cardiovascular de Buenos Aires
Blanco Encalada 1543/47
Buenos Aires, Argentina
(1428) Capital Federal

Boston Scientific Corporation
One Boston Scientific Place
Natick, MA 01760-1537
508.650.8000

Stephen F. Moreci
Senior VP/Group President
Endosurgery

RE: Endovascular Fastener Technology

Dear Juan:

This letter affirms (i) that you previously presented your endovascular fastener technology, embodied in the patents and patent applications set forth on Schedule A to this letter (the "Fastener Technology"), to Boston Scientific for Boston Scientific's consideration and (ii) that Boston Scientific declined interest in pursuing the research, design, development, marketing, sale or promotion of products incorporating the Fastener Technology.

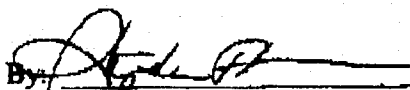
Boston Scientific confirms that you have fulfilled your obligations under your Consulting Agreement, dated April 12, 2000, with us, and its predecessor contract dated January 7, 1997 (each a "Consulting Agreement"), with respect to the Fastener Technology and that having declined to pursue the matter, Boston Scientific has no rights to the Fastener Technology under either Consulting Agreement. You are therefore free under the terms of the Consulting Agreements to research, design, develop, market, sell, or promote any of the Fastener Technology alone or in concert with other parties.

In addition, Boston Scientific hereby waives its rights under Section 11 of the current Consulting Agreement with respect to consulting activity performed by you, or to be performed by you, in connection with the research, design, development, marketing, selling or promotion of the Fastener Technology; provided, that such consulting activity does not involve other products, procedures or medical devices in the Field (as defined in the current Consulting Agreement).

This letter, including the waiver set forth in the previous paragraph, applies only to the Fastener Technology and the consulting activity outlined above and does not otherwise limit Boston Scientific's rights under the Consulting Agreement.

We wish you the best of luck with the Fastener Technology and look forward to working with you on other potential products.

BOSTON SCIENTIFIC CORPORATION

By: 

Name: Steve Moreci

Title: Senior Vice President, Group President-Endosurgery

FASTENER TECHNOLOGY

- 1) Argentine Patent Application Serial No. P19980101145, filed March 13, 1998 and entitled "Endovascular Device for Application of Prosthesis with Sutures".
- 2) Argentine Patent Application Serial No. P19980101144, filed March 13, 1998 and entitled "Endovascular Prosthesis with Sutures".
- 3) International Patent Cooperation Treaty (PCT) Application Publication No. WO 00/16701, filed September 17, 1999 and entitled "Endovascular Fastener Application".

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