

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Donald Schomer	01/27/2011
Murray David Solsberg	01/31/2011
RECEIVING PARTY DATA	
Name:	Vertos Medical, Inc.
Street Address:	11 Columbia, Suite B
City:	Aliso Viejo
State/Country:	CALIFORNIA
Postal Code:	92656
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11461045
CORRESPONDENCE DATA	
Fax Number:	(202)408-4000
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6174521636
Email:	linda.saraiva@finnegan.com
Correspondent Name:	Nicholas S. Stroehler
Address Line 1:	901 New York Avenue NW
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001-4413
ATTORNEY DOCKET NUMBER:	10988.0011-00000
NAME OF SUBMITTER:	Nicholas S. Stroehler

Total Attachments: 4
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PATENT
REEL: 025759 FRAME: 0205

OP \$40.00 11461045

ASSIGNMENT

WHEREAS We, the below named inventors (hereinafter referred to as Assignors) have made an invention entitled:

PERCUTANEOUS TISSUE EXCISION DEVICES AND METHODS

for which We executed an application for United States Letters Patent concurrently herewith or filed an application for United States Letters Patent on July 31, 2006 (Application No. 11/461,045); and

WHEREAS, VERTOS MEDICAL, INC., a corporation of Delaware, whose post office address is 11 Columbia, Suite B, Aliso Viejo, CA 92656 (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that, for good and valuable consideration the receipt of which from Assignee is hereby acknowledged, We, as Assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, our entire right, title, and interest in and to this invention, provisional Application No. 60/747,166, filed May 12, 2006, provisional Application No. 60/704,224, filed July 29, 2005, and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of the above provisional applications, as well as all rights to claim priority on the basis of this application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and We hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

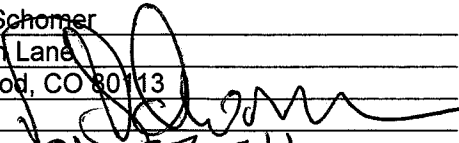
AND, WE HEREBY covenant that We have the full right to convey the interest assigned by this Assignment, and We have not executed and will not execute any agreement in conflict with this Assignment;

AND, WE HEREBY further covenant and agree that We will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

IN TESTIMONY WHEREOF, We have hereunto set our hands.

County of Arapahoe)
)
)
State of Colorado)

ss.

Name: Donald Schomer
Address: 20 Martin Lane
Englewood, CO 80113
Signature: 
Date: 01-27-11

Subscribed and sworn to before me this 27th day of Jan, 2011
Michael P. McCarthy Notary Public
MY COMMISSION EXPIRES 3/24/2011

County of _____)
)
)
State of _____)

ss. Name: Murray David Solsberg
Address: 15 Huntwick Lane
Englewood, CO 80113
Signature: _____
Date: _____

Subscribed and sworn to before me this _____ day of _____, 20____
_____, Notary Public

ASSIGNMENT

WHEREAS We, the below named inventors (hereinafter referred to as Assignors) have made an invention entitled:

PERCUTANEOUS TISSUE EXCISION DEVICES AND METHODS

for which We executed an application for United States Letters Patent concurrently herewith or filed an application for United States Letters Patent on July 31, 2006 (Application No. 11/461,045); and

WHEREAS, VERTOS MEDICAL, INC., a corporation of Delaware, whose post office address is 11 Columbia, Suite B, Aliso Viejo, CA 92656 (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that, for good and valuable consideration the receipt of which from Assignee is hereby acknowledged, We, as Assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, our entire right, title, and interest in and to this invention, provisional Application No. **60/747,166**, filed **May 12, 2006**, provisional Application No. **60/704,224**, filed **July 29, 2005**, and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of the above provisional applications, as well as all rights to claim priority on the basis of this application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and We hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, WE HEREBY covenant that We have the full right to convey the interest assigned by this Assignment, and We have not executed and will not execute any agreement in conflict with this Assignment;

AND, WE HEREBY further covenant and agree that We will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

IN TESTIMONY WHEREOF, We have hereunto set our hands.

County of _____)	ss.	Name: <u>Donald Schomer</u>
_____)		Address: <u>20 Martin Lane</u>
_____)		<u>Englewood, CO 80113</u>
State of _____)		Signature: _____
		Date: _____

Subscribed and sworn to before me this _____ day of _____, 20____
_____, Notary Public

County of Arapahoe)
)
)
State of Colorado)

ss. Name: Murray David Solsberg
Address: 15 Huntwick Lane
 Englewood, CO 80113
Signature: *MD Solsberg*
Date: Jan 31, 2011

Subscribed and sworn to before me this 31 day of Jan, 2011
Linda Cagle, Notary Public

