

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
FutureMatrix Interventional, Inc.	02/18/2011

RECEIVING PARTY DATA

Name:	Bard Peripheral Vascular, Inc.
Street Address:	1625 West 3rd Street
City:	Tempe
State/Country:	ARIZONA
Postal Code:	85281

PROPERTY NUMBERS Total: 22

Property Type	Number
Application Number:	60954252
Application Number:	12187259
Application Number:	12537850
Application Number:	12537995
Application Number:	10966970
Application Number:	11751326
Application Number:	10967038
Application Number:	12099011
Application Number:	10967065
Application Number:	11751489
Application Number:	12696863
Application Number:	12862615
Application Number:	60785864
Application Number:	11690735
Application Number:	61245453

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Application Number:	12890092
Application Number:	11158855
Application Number:	12355659
Application Number:	12399830
Application Number:	11174676
Application Number:	12480949
Application Number:	12483636

CORRESPONDENCE DATA

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Address Line 1: 247 North Broadway
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ATTORNEY DOCKET NUMBER: 1626-000

NAME OF SUBMITTER: Andrew D. Dorisio

Total Attachments: 6
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ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is made effective on the 18th day of February, 2011 between FutureMatrix Interventional, Inc. (the "Assignor") and Bard Peripheral Vascular, Inc. (the "Assignee").

WHEREAS, the Assignor is the owner of the entire right, title and interest in and to the patent(s) and patent application(s) set forth on Exhibit A hereto (hereinafter the "Patent Rights"):

WHEREAS, the Assignee is desirous of acquiring the entire right, title and interest in and to the Patent Rights and any and all foreign counterparts, divisions, continuations, continuation-in-parts, improvements, reexaminations, reissues, extensions, renewals, substitute, provisionals, certificates, all rights under the International Convention for the Protection of Industrial Property and prolongations of the Patent Rights.

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof by and between the Assignor and the Assignee (the "Purchase Agreement"), the Assignor has agreed to enter into this Assignment for the purpose of assigning the Assignor's right, title and interest in and to the Patent Rights, to the Assignee; and

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns and transfers to the Assignee, its successors and assigns, the entire right, title and interest in and to the Patent Rights and any and all foreign counterparts, divisions, continuations, continuation-in-parts, improvements, reexaminations, reissues, extensions, renewals, substitute, provisionals, certificates, all rights under the International Convention for the Protection of Industrial Property and prolongations of the Patent Rights; said Assignee, its successor and assigns, to have, hold, exercise, enjoy or otherwise dispose of the Patent Rights and any and all foreign counterparts, divisions, continuations, continuation-in-parts, improvements, reexaminations, reissues, extensions, renewals and prolongations of the Patent Rights, during all the term of the Patent Rights and any and any foreign counterparts, divisions, continuations, continuation-in-parts, improvements, reexaminations, reissues, extensions, renewals and prolongations thereof, and conveys to the Assignee all of the Assignor's rights to sue for past, present or future infringement of the Patent Rights.

FOR THE CONSIDERATION AFORESAID, the Assignor hereby covenants and agrees that whenever requested by the Assignee, its counsel or representative, the Assignee's successors, assigns, nominees, or the counselor representative of the Assignee's successors, assigns, or nominees, to execute any papers or drawings for procurement of valid letters patent (the "Letters Patent") for the invention identified in one or more of the Patent Rights, or for the foreign counterparts, divisions, continuations, continuation-in-part, improvements, reexaminations, reissues, extensions, renewals or prolongations of the same, the Assignor will do so and will take all rightful oaths and affidavits, and do all acts necessary or required to be done, including testifying at an interference proceeding, to secure to the Assignee, its successors and assigns, the title to and full benefit of all rights hereby assigned, without charge to the Assignor, but at the expense of the Assignee, its successors, assigns or nominees; and

FOR THE CONSIDERATION AFORESAID, the Assignor has sold, assigned, transferred and set over and by these presents does sell, assign, transfer and set over unto the Assignee, its successors and assigns, or the nominees of any of them, the entire right, title and interest in and to any and all Letters Patent for the inventions set forth in one or more of the Patent Rights which may be granted in countries foreign to the United States, and in and to any applications for Letters Patent which may be filed for said inventions in countries foreign to the United States, and in and to the inventions described in said applications; and the Assignor hereby authorizes and empowers the Assignee and its successors, assigns or nominees, to apply for Letters Patent or other form of protection on said inventions in its own name or in the name of its successors, assigns or nominees, in any or all countries where it may desire to file such application, and where said application may be filed by another other than the inventor, and the Assignor hereby covenants and agrees to sign all papers and drawings, take all rightful oaths, execute all rightful affidavits, and do all acts necessary or required to be done for the procurement and maintenance of Letters Patent or other form of protection for said inventions in countries foreign to the United States, and for further investing or conferring the right and title thereto in the Assignee, its successors, assigns or nominees, without charge to the Assignor, but at the expense of the Assignee, its successors, assigns or nominees;

TO HAVE AND TO HOLD the same to the full end of the term or terms for which Letters Patent may be granted on one or more of the Patent Rights, as fully and completely as the same might be held by the Assignor had this sale and assignment not been made;

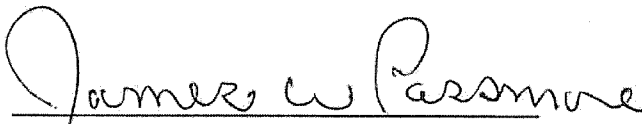
AND the Commissioner of Patents is requested to issue said Letters Patent, when granted, in accordance with this sale and assignment.

As a result of this assignment, the Assignor retains no rights in and to the Patent Rights.

This Assignment shall bind and inure to the benefit of the respective successors and assigns of the parties hereto. This Assignment may be executed in counterparts, each of which, when taken together, shall constitute one and the same agreement.

This Assignment shall be governed by and construed under the laws of the State of New York. Any legal suit, action or proceeding arising out of or relating to this Assignment shall be commenced in the courts located in New York, United States of America. Each party unconditionally and irrevocably submits itself to the exclusive jurisdiction, venue and discovery of information in compliance with the rules of such courts.

IN WITNESS WHEREOF, the Assignor, by its authorized representative, sets its hand the day, month, and year opposite his signature below.


FUTUREMATRIX INTERVENTIONAL, INC.

By: James W. Passmore

Its: President

Exhibit A
Patent Rights

1. US Provisional Patent Application Serial No. 60/954,252, filed 6 August 2007 titled "Non-compliant Medical Balloon" to inventors Lanny R. Pepper, Charles J. Cox and William F. Davies, Jr., now expired;
2. US Non-provisional Patent Application Serial No. 12/187,259, filed 6 August 2008 titled "Non-compliant Medical Balloon" to inventors Lanny R. Pepper, Charles J. Cox and William F. Davies, Jr., published as US 2009-0043254 on 12 February 2009, currently pending;
3. US Non-provisional Patent Application Serial No. 12/537,850, filed 7 August 2009 titled "Non-compliant Medical Balloon" to inventors Lanny R. Pepper, Charles J. Cox and William F. Davies, Jr., published as US 2009-0294031 on 3 December 2009, currently pending; and
4. US Non-provisional Patent Application Serial No. 12/537,995, filed 7 August 2009 titled "Non-compliant Medical Balloon" to inventors to inventors Lanny R. Pepper, Charles J. Cox and William F. Davies, published as US 2010-0243135 on 30 September 2010, currently pending.
5. US Patent Application Serial No. 10/966,970, filed 15 October 2004, now US Patent 7,309,324 issued 18 December 2007, titled Non-compliant Medical Balloon Having an Integral Woven Fabric Layer to inventors Kelli Hayes, Lanny R. Pepper and William F. Davies, Jr.;
6. US Patent Application Serial No.11/751,326, filed 21 May 2007, titled Non-compliant Medical Balloon Having an Integral Woven Fabric Layer to inventors Kelli Hayes, Lanny R. Pepper and William F. Davies, Jr., published as US 2007-0213760 on 13 September 2007, currently pending;
7. US Patent Application Serial No. 10/967,038, filed 15 October 2004, now US Patent 7,354,419 issued 8 April 2008 titled Medical Balloon Having Strengthening Rods to inventors William F. Davies, Jr., Kelli Hayes and Lanny R. Pepper;
8. US Patent Application Serial No. 12/099,011, filed 7 April 2008, titled Medical Balloon Having Strengthening Rods to inventors William F. Davies, Jr., Kelli Hayes and Lanny R. Pepper, published as US 2008-0188805 on 7 August 2008, currently pending;
9. US Patent Application Serial No. 10/967,065, filed 15 October 2004, now US Patent 7,682,335 issued 23 March 2010, titled Non-compliant Medical Balloon Having an Integral Non-Woven Fabric Layer to inventors Lanny R. Pepper, Kelli Hayes and William F. Davies, Jr.;
10. US Patent Application Serial No. 11/751,489, filed 21 May 2007, now US Patent 7,780,629 issued 24 August 2010, titled Non-compliant Medical Balloon Having an Integral Non-Woven Fabric Layer to inventors Lanny R. Pepper, Kelli Hayes and William F. Davies, Jr.;

11. US Patent Application Serial No. 12/696,863, filed 29 January 2009, titled Non-compliant Medical Balloon Having an Integral Non-Woven Fabric Layer to inventors Lanny R. Pepper, Kelli Hayes and William F. Davies, Jr., published as US 2010-0234802 on 16 September 2010, currently pending;
12. US Patent Application Serial No. 12/862,615, filed 24 August 2010, titled Non-Compliant Medical Balloon Having an Integral Non-Woven Fabric Layer to Lanny R. Pepper, Kelli Hayes and William F. Davies, Jr., currently pending and not published;
13. US Provisional Patent Application Serial No. 60/785,864, filed 24 March 2006 titled Non-compliant Medical Balloon Having Braided or Knitted Reinforcement to inventor William F. Davies, Jr., now expired
14. US Patent Application Serial No. 11/690,735, filed 23 March 2007, titled Non-compliant Medical Balloon Having Braided or Knitted Reinforcement to inventors William F. Davies, Jr., Lanny R. Pepper and Kelli L. Hayes, published as US 2008-0183132 on 31 July 2008, currently pending;
15. US Patent Application Serial No. 61/245,453, filed 24 September 2009, titled Balloon with Variable Pitch Reinforcing Fibers, to inventors William F. Davies, Jr. and Lanny R. Pepper, now expired; and,
16. US Patent Application Serial No. 12/890,092, filed 24 September 2010, titled Balloon with Variable Pitch Reinforcing Fibers, to inventors William F. Davies, Jr. and Lanny R. Pepper, currently pending and not published.
17. US Patent Application Serial No. 11/158,855, filed 22 June 2005, now US Patent 7,500,982, issued 10 March 2009 titled Balloon Dilation Catheter Having Transition From Coaxial Lumens to Non-coaxial Multiple Lumens to inventor Lanny R. Pepper;
18. US Patent Application Serial No. 12/355,659, filed 16 January 2009 titled Balloon Dilation Catheter Having End Transition to inventor Lanny R. Pepper, Charles J. Cox and William F. Davies, Jr., published as US 2010-0185145 on 22 July 2010, currently pending;
19. US Patent Application Serial No. 12/399,830, filed 6 March 2009 titled Balloon Dilatation Catheter Having Transition From Coaxial Lumens to Non-coaxial Multiple Lumens to inventor Lanny R. Pepper published as US 2009-0171277 on 2 July 2009, currently pending.
20. US Patent Application Serial No. 11/174,676, filed 5 July 2005, now US Patent 7,544,201, issued 9 June 2009 titled Rapid Exchange Balloon Dilation Catheter Having Reinforced Multi-Lumen Distal Portion to inventor Lanny R. Pepper;
21. US Patent Application Serial No. 12/480,949, filed 9 June 2009, titled Rapid Exchange Balloon Dilation Catheter Having Reinforced Multi-Lumen Distal Portion to inventor Lanny R. Pepper, published as US 2009-0247947 on 1 October 2009, currently pending.

22. US Patent Application Serial No. 12/483,636, filed on June 12, 2009 titled Semi-Compliant Medical Balloon to inventor Lanny R. Pepper and William F. Davies, Jr. currently pending and not published.