

PATENT ASSIGNMENT

Electronic Version v1.1
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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>Bruce M. McCormack</td> <td>10/18/2010</td> </tr> <tr> <td>Edward Fletcher Eyster</td> <td>10/18/2010</td> </tr> <tr> <td>Jeffrey D. Smith</td> <td>10/18/2010</td> </tr> </tbody> </table>		Name	Execution Date	Bruce M. McCormack	10/18/2010	Edward Fletcher Eyster	10/18/2010	Jeffrey D. Smith	10/18/2010				
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Thayer Intellectual Property, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>2320 Sutter Street</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 202</td> </tr> <tr> <td>City:</td> <td>San Francisco</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94115</td> </tr> </table>		Name:	Thayer Intellectual Property, Inc.	Street Address:	2320 Sutter Street	Internal Address:	Suite 202	City:	San Francisco	State/Country:	CALIFORNIA	Postal Code:	94115
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CORRESPONDENCE DATA													
Fax Number: (303)629-3450 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 3036293400 Email: docketing-DV@dorsey.com Correspondent Name: Kerith M. Kanaber Address Line 1: 1400 Wewatta Street Address Line 2: Suite 400 Address Line 4: Denver, COLORADO 80202-5549													
ATTORNEY DOCKET NUMBER:	P217266.US.01												
NAME OF SUBMITTER:	Donna Carrera												
Total Attachments: 2													

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PATENT
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PATENT

REEL: 025911 FRAME: 0597

ASSIGNMENT

WHEREAS, we, Bruce M. McCormack residing at 3948 Clay Street, San Francisco, California 94118 U.S.A., Edward Fletcher Eyster having an address at P.O. Box 412, St. Helena, California 94574, U.S.A., and Jeffrey D. Smith residing at 5175 Keller Ridge Drive, Clayton, California 94517 U.S.A., (hereinafter individually and collectively the "Assignor"), have made a certain original and ornamental design relating to a "Medical Device," for which we have made application for Design Letters Patent in the United States ("U.S."), which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 29/369,905, filed on September 15, 2010 (the "Design Application") with attorney docket No. P217266.US.01; and

WHEREAS, Assignor desires to assign any and all right, title and interest to said Design Application, and any continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Design Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights");

WHEREAS, Thayer Intellectual Property, Inc., a corporation organized and existing under the laws of the State of California, and having its principal place of business at 2320 Sutter Street, Suite 202, San Francisco, California 94115 U.S.A. (the "Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to the design(s), the Patent Rights, and in, to, and under any and all Design Letters Patent to be obtained therefor;

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transfer and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the design, Patent Rights, and any and all Design Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary

statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

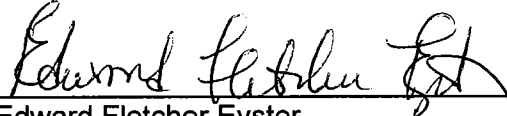
ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Design Application and otherwise take advantage of the provisions of any international conventions.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

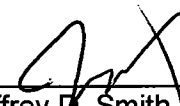
Date: _____, 2010

By:  10/20/10
Bruce M. McCormack

Date: 10/18, 2010

By: 
Edward Fletcher Eyster

Date: October 18, 2010

By: 
Jeffrey D. Smith