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Client Code: EV3N.058A

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

Name of conveying party(les): (List using letters	Name and address of receiving party(ies):
or numbers for multiple parties)	Name: Micro Therapeutics, Inc.
1.	Street Address: 9775 Toledo Way
3. Victoria Schuman	City: Irvine State: CA
4. Sanjay Shrivastava	ZIP : 92618
5. Earl Slee	Additional name(s) of receiving party(ies) attached?
6. Quang Tran	() Yes (X) No
Additional name(s) of conveying party(les) attached?	() TES (A) NO
() Yes (X) No	
3. Nature of conveyance:	
(X) Assignment () Security Agreement	
() Merger () Change of Name () Other:	
Execution Date: (List as in section 1 if multiple	 US or PCT Application number(s) or US Patent number(s):
signatures) 1. February 21, 2011	(X) Patent Application No.: 13/016855 Filing Date: January 28, 2011
 February 23, 2011 February 22, 2011 	Additional numbers attached?
4. February 21, 2011	() Yes (X) No
 February 22, 2011 February 21, 2011 	
Party to whom correspondence concerning document should be mailed:	Total number of applications and patents involved: 1
Customer No. 68716	
Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14 th Floor Irvine, CA 92614 Return Fax: (949) 760-9502	
Attorney's Docket No.: EV3N.058A	
7. Total fee (37 CFR 1.21(h)): \$40	8. Deposit account number: 11-1410
(X) Authorized to be charged to deposit account	Please charge this account for any additional fees which may be required, or credit any overpayment to this account.
Statement and signature.	
To the best of my knowledge and belief, the foregoin; information is true and correct, and any attached copy is a true copy of the original document.	
Madhavi Patankar Name of Person Signing Signa	ature 3/4/1/ Date
66 703	
66,793 Registration No.	
Total number of pages including cover sheet, attachments and document: 10	
Documents transmitted via Facsimile to be recorded with required cover sheet information to:	

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Alexandria, VA 22313-1450 Facsimile Number: (571) 273-0140

PATENT

REEL: 025929 FRAME: 0114

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the <u>13</u> day of February, 2011 and is by

Andy Huynh, a US citizen residing at 9352 McClure Avenue, Westminster, California, 92683; Masoud Molaei, a US citizen residing at 1520 Melba Court, Mountain View, California, 94040:

Victoria Schuman, a US citizen residing at 5318 E. 2nd Street, #391, Long Beach, California,

90803;

Sanjay Shrivastava, a US citizen residing at 16 Teardrop, Irvine, California, 92603; Earl Slee, a US citizen residing at 7 White Sail, Laguna Niguel, California, 92677; and

Quang Tran, a US citizen residing at 11 Channel Drive, Redwood City, California, 94065 (collectively, "ASSIGNOR").

WHEREAS, ASSIGNOR has conceived of an invention ("Invention") disclosed in a patent application entitled VASCULAR REMODELING DEVICE for which ASSIGNOR has executed an application for Letters Patent in the United States Patent and Trademark Office on January 28, 2011 as Application No. 13/016,855 ("Application");

WHEREAS, Micro Therapeutics, Inc., a Delaware corporation having offices at 9775 Toledo Way, Irvine, California 92618 ("ASSIGNEE") desires to acquire and confirm the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees to assign and does hereby assign, transfer, and set over to ASSIGNEE, its successors, legal representatives, and assigns, to the extent not already done so to ASSIGNEE, the entire right, title, and interest throughout the world in and to each of the following:

- A. The Invention, including without limitation any improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;
- B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Application (including, but not limited to, U.S. Provisional Patent App. No. 61/299,254, filed on January 28, 2010) or claiming the benefit thereof that have been or may hereafter be filed in the United States or in any foreign country and all continuations, divisionals, and continuations in part of the Application (collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents.
- C. Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, copyright registrations, reproduction rights, and waives any and all moral rights under 17 U.S.C. § 106A or otherwise.
- D. Those items of ASSIGNOR'S tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

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E. All causes of action for infringement of, all damages for, and all remedies for all rights related to the Invention, the Application, and/or the Related Applications, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom, whether accruing before or after this Assignment.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts of which ASSIGNOR has knowledge respecting the Invention, Application, or Related Applications; to assist in the preparation of any other applications relating to the invention, to testify in any legal proceeding; to sign all documents, make all rightful oaths and declarations; and to generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

- A. This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.
- B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.
- C. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the state or federal courts of California, in the county of Orange, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.
- D. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity or enforceability of such rights. ASSIGNOR further acknowledges that ASSIGNEE'S patent counsel presenting this Agreement does not represent ASSIGNOR personally, and ASSIGNOR has the right to seek independent counsel of his or her choosing. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective.

(The remainder of this page is intentionally left blank. Seven (7) signature pages follow.)

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Date: 21 FEB 11

Andy Huynh

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Date: 23 Feb 3010

Masoud Molaei

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Date: 22FEB1

Victoria Schuman

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Date: 21 Feb 2011

Sanjay Shrivastava

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Date: 22 Feb 2011

Earl Slee

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Date: 21 Feb 2011

Quang Tran

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ACKNOWLEDGED BY:

"ASSIGNEE"

Micro Therapeutics, Inc. 9775 Toledo Way Irvine, California 92618, a Delaware corporation.

Date: 22 Feb 2011

Earl Slee

Vice President, Advanced Research & New

Business Development

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> **PATENT REEL: 025929 FRAME: 0123**

RECORDED: 03/04/2011