

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Breakaway Imaging, LLC	06/19/2007
<b>RECEIVING PARTY DATA</b>	
Name:	Medtronic Navigation, Inc.
Street Address:	710 Medtronic Parkway NE
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55432
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	13027857
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(978)341-0136
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 4:	Concord, MASSACHUSETTS 01742-9133
ATTORNEY DOCKET NUMBER:	3349.1005-009
NAME OF SUBMITTER:	Tiffany Testagrossa
Total Attachments: 4 source=33491005009AssignmentBreakawaytoMedtronic#page1.tif source=33491005009AssignmentBreakawaytoMedtronic#page2.tif source=33491005009AssignmentBreakawaytoMedtronic#page3.tif source=33491005009AssignmentBreakawaytoMedtronic#page4.tif	

CH \$40.00 13027857

**PATENT**

**501462979**

**REEL: 025933 FRAME: 0786**

# COPY FOR CONTINUING APPLICATION

## ASSIGNMENT

Whereas, BREAKAWAY IMAGING LLC, a Delaware limited liability company ("Assignor"), is the owner of the United States and foreign patents and patent applications identified on the attached Schedules 1 and 2;

Whereas, MEDTRONIC NAVIGATION, INC., a Delaware corporation ("Assignee"), desires to acquire the entire right, title and interest in and to the United States patents and patent applications identified on the attached Schedules 1 and 2 and in and to the inventions described and claimed therein (the "Patents"); and

Whereas, Assignor and Assignee have entered into an Asset Purchase Option Agreement dated September 27, 2005, wherein Assignor agreed to assign to Assignee the Patents.

NOW, THEREFORE, in exchange for good and valuable consideration, including that provided to Assignor in the Asset Purchase Option Agreement the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, and its successors and assigns the following:

- (1) The entire right, title and interest to the Patents including the inventions described or claimed therein, and to each U.S. and foreign patent application; and
- (2) The entire right, title and interest to any United States or foreign patents that may issue with respect to the inventions described or claimed in the Patents; and
- (3) The entire right, title and interest to any renewals, reissues, extensions, substitutions, continuations, continuations-in-part, or divisions of the Patents, and all foreign applications based thereon; and
- (4) The right to apply for patents in foreign countries in its own name and to claim any priority rights to which such foreign applications are entitled under international conventions, treaties or otherwise; and
- (5) The right to enforce patent rights to such Patents as fully and entirely as the same would have been held and enjoyed by the Assignors if this assignment had not been made; together with all claims by Assignors for damages by reason of past infringement or for provisional rights and including the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives.

COPY FOR CONTINUING  
APPLICATION

Assignor further agrees to execute and deliver without further consideration any further applications, assignments or other documents and to perform such other lawful acts as Assignee its successors and assigns may deem reasonably necessary to confirm, perfect or evidence the transfer of rights conveyed herein.

Assignor hereby authorizes and requests the Commissioner of Patents to issue to Assignee any patents that may be granted in accordance with this Assignment.

BREAKAWAY IMAGING LLC

By: \_\_\_\_\_

Name: Richard K. Grant  
Its: President

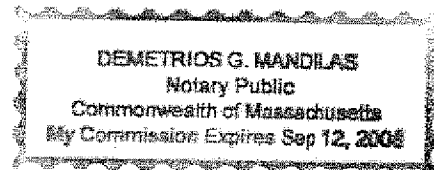
STATE OF Massachusetts )  
COUNTY OF Middlesex ) ss.

On this 19th day of June, 2007, before me appeared Richard K. Grant to me known to be the same person described in and who executed the foregoing instrument, and acknowledged that (s)he executed the same as a free act and deed with authority to do so.

Demetrius G. Mandilas

Notary Public

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# SCHEDULE 1

## US Patents and Patent Applications

Application No.	Filing Date	Publication No.	Publication Date	Patent No.	Issue Date
60/357,398	2/15/2002				
60/363,902	3/13/2002				
60/366,062	3/19/2002				
60/388,063	6/11/2002				
60/405,096	8/21/2002				
60/405,098	8/21/2002				
10/319,407	12/12/2002	US 2004-0022350 A1	2/5/2004	US 6,940,941	9/6/2005
10/389,268	3/13/2003	US 2004-0013239 A1	1/22/2004	US 7,188,998	3/13/2007
10/392,365	3/18/2003	US 2004-0013225 A1	1/22/2004	US 7,108,421	9/19/2006
10/459,405	6/11/2003	US 2003-0235266 A1	12/25/2005	US 7,001,045	2/21/2006
10/645,322	8/21/2003	US 2004-0170254A1	9/2/2004		
10/645,323	8/21/2003	US 2004-0179643 A1	9/16/2004	US 7,106,825	9/12/2006
11/262,299	10/27/2005	US 2006-0120511 A1	6/8/2006		
11/354,563	02/14/2006				
11/514,727	8/31/2006	US 2007-0104308 A1	5/10/2007		
11/522,794	9/18/2006	US 2007-0086566 A1	4/19/2007		
11/639,362	12/14/2006				

## SCHEDULE 2

### Foreign Patents and Patent Applications

Country	Application No.	Filing Date	Publication No.	Publication Date	Patent No.	Issue Date
WO	PCT/US2002/040132	12/12/2002	WO 03/070101	8/28/2003		
JP	JP 2003569064	12/12/2002	JP 2005517486	6/16/2005		
EP	EP 02794265.5	12/12/2002	EP 1474040	11/10/2004		
CN	CN 028277589	12/12/2002	CN 1617688	5/18/2005		
HK	HK 05100788.7	1/10/2005	CN106809A			
WO	PCT/US2003/008143	3/13/2003	WO 03/077763	9/25/2003		
JP	JP 2003575822	3/13/2003	JP 2005519688	7/7/2005		
HK	HK 05101717.5	3/13/2003			HK 1069756	3/24/2006
EP	EP 03744696.0	3/13/2003	EP1482837	12/8/2004	1482837	9/14/2005
FR	EP 03744696.0	3/13/2003			1482837	9/14/2005
GB	EP 03744696.0	3/13/2003			1482837	9/14/2005
DE	EP 03744696.0	3/13/2003			DE 60301619	9/14/2005
CN	CN 038058693	3/13/2003	CN 1642481	7/20/2005		
WO	PCT/US2003/008383	3/18/2003	WO 03/081220	10/2/2003		
JP	JP 2003578905	3/18/2003	JP 2005527800	9/15/2005		
EP	EP 03721394.9	3/18/2003	EP 1485697	12/15/2004		
CN	CN 038063611	3/18/2003	CN1643371	7/20/2005		
CN	HK 051017184	2/28/2005	HK 1069874	6/3/2005		
WO	PCT/US2003/018398	6/11/2003	WO 03/103496	12/18/2003		
JP	JP 2004510623	6/11/2003	JP 2005529648	10/6/2005		
EP	EP 03739079.6	6/11/2003	EP 1511423	3/9/2005		
CN	CN 03816521	6/11/2003	CN 1668246	9/14/2005		
HK	HK 05103965.0	5/12/2005	HK1071501	7/22/2005		
EP	EP 03749090.1	8/21/2003	EP 1531727	5/25/2005		
JP	JP 2004531152	8/21/2003	JP 2005536288	12/2/2005		
CN	CN 038223538	8/21/2003	CN 1681436	10/12/2005		
HK	HK 051076627	9/1/2005	HK 1074376	11/11/2005		
WO	PCT/US2003/026120	8/21/2003	WO 04/017832	3/4/2004		
WO	PCT/US2003/026021	8/21/2003	WO 04/019279	3/4/2004		