

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TIVA MEDICAL, INC.	09/20/2005
RECEIVING PARTY DATA	
Name:	Kinetic Surgical LLC
Street Address:	2157 Vista La Nisa
City:	Carlsbad
State/Country:	CALIFORNIA
Postal Code:	92009
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11775170
CORRESPONDENCE DATA	
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Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036
ATTORNEY DOCKET NUMBER:	031528.00296
NAME OF SUBMITTER:	Wilburn L. Cheser
Total Attachments: 2 source=031528-00296_Assignment2#page1.tif source=031528-00296_Assignment2#page2.tif	

OP \$40.00 11775170

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PATENT
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ASSIGNMENT

WHEREAS, Tiva Medical, Inc., a California corporation having offices at 2157 Vista La Nisa, Carlsbad, CA 92009 (hereinafter "ASSIGNOR"), represents and warrants that it is the sole owner of the entire right, title, and interest to certain new and useful improvements for which ASSIGNOR has filed the following United States issued Letters Patents and applications for Letters Patents in the United States (hereinafter "the Patents and Patent Applications"):

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
6,607,475	August 19, 2003	HAND-ACTUATED ARTICULATING SURGICAL TOOL
6,805,664	October 19, 2004	CLUTCH FOR STABILIZING AND ADJUSTING A PROBE IN LAPAROSCOPIC SURGERY
<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
10/388,795	March 12, 2003	HAND-ACTUATED ARTICULATING SURGICAL TOOL
10/996,872	November 23, 2004	HAND-ACTUATED ARTICULATING SURGICAL TOOL
10/870,084	June 16, 2004	SURGICAL TOOL KIT

WHEREAS, Kinetic Surgical LLC, a California corporation having offices at 2157 Vista La Nisa, Carlsbad, CA 92009 (hereinafter "ASSIGNEE") desires to purchase the entire right, title, and interest in and to the inventions disclosed in the Patents and Patent Applications;

NOW, THEREFORE, in consideration of other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the said improvements, and the said Patents and Patent Applications and all Patents that may be granted thereon, and all provisional applications relating thereto, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patents and Patent Applications in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patents for said improvements and all Letters Patents resulting from the Patents and Patent Applications to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the Letters Patents before or after issuance;

ASSIGNOR hereby covenants and agrees that it will communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Patents and Patent Applications immediately upon becoming aware of those facts, and that it will testify in any legal proceeding involving any of the Patents and Patent Applications, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce the Patents and Patent Applications in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 20TH day of SEPTEMBER 2005

Tiva Medical, Inc.

By: _____

Name Printed: _____

Title: _____

Date: _____

STATE OF CALIFORNIA }

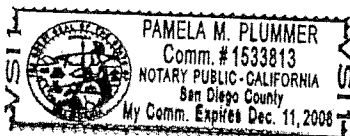
COUNTY OF SAN DIEGO }

ss.

On 9.20.05, before me, PAMELA M. PLUMMER, personally appeared Jim Caputo, a representative of Tiva Medical, Inc. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



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Pamela M. Plummer

Notary Signature