

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Novare Surgical Systems, Inc.	06/01/2011
<b>RECEIVING PARTY DATA</b>	
Name:	Vitalitec International, Inc.
Street Address:	10 Cordage Park Circle, Suite 100
City:	Plymouth
State/Country:	MASSACHUSETTS
Postal Code:	02360
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	10735340
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(203)865-0297
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	203-777-6628
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Correspondent Name:	Bachman & LaPointe, P.C.
Address Line 1:	900 Chapel Street, Suite 1201
Address Line 4:	New Haven, CONNECTICUT 06477
ATTORNEY DOCKET NUMBER:	11-135
NAME OF SUBMITTER:	George A. Coury
<b>Total Attachments: 5</b> source=11-135_Executed_Assignment_6-14-11#page1.tif source=11-135_Executed_Assignment_6-14-11#page2.tif source=11-135_Executed_Assignment_6-14-11#page3.tif source=11-135_Executed_Assignment_6-14-11#page4.tif source=11-135_Executed_Assignment_6-14-11#page5.tif	

**PATENT**

**501563720**

**REEL: 026437 FRAME: 0610**

**CH \$40.00 10735340**

## ASSIGNMENT

THIS ASSIGNMENT, from Novare Surgical Systems, Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 10440A Bubb Road, Cupertino, California 95014 (hereinafter referred to as the assignor), by assignment, of those patents and patent applications set forth on the attached Schedule A (hereinafter referred to as the Assigned Patents), witnesseth:

Vitalitec International, Inc., a corporation having a place of business at 10 Cordage Park Circle, Suite 100, Plymouth, Massachusetts 02360 (hereinafter referred to as the assignee), is desirous of acquiring all legal right, title and interest in and to said Assigned Patents, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon, and assignor wishes to assign all its legal right, title and interest in said Assigned Patents to assignee.

NOW, THEREFORE, in consideration of One (1) dollar and other good and valuable consideration paid by assignee to assignor, the receipt of which is hereby acknowledged, assignor has sold, assigned, transferred and set over, and does sell, assign, transfer and set over to the assignee, its successors, legal representatives and assigns, all its legal right, title and interest in and to the above-mentioned Assigned Patents, and any and all Letters Patent or Patents in the United States and all foreign countries which may be granted therefor and thereon, including divisions, continuations and continuations-in-part, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignor, had this sale and assignment not been made.

AND for the same consideration, assignor hereby covenants and agrees that it will, whenever counsel of assignee, or the counsel of assignee's successor, legal representatives and assigns of the Assigned Patents, shall advise that any proceeding in connection with the Assigned Patents, or any proceeding in connection with Letters Patent for the inventions in any country, including interference proceedings, is lawful desirable, or that any division, continuation or continuation-in-part, or any reissue or extension of any of the Assigned

Patents, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of the Assigned Patents, without charge to assignee, its successors, legal representatives and assigns, but at the cost and expense of assignee, its successors, legal representatives and assigns.

This agreement shall be interpreted in accordance with the laws of the State of California (and to the extent applicable, federal law) excluding choice of law rules that would apply a different law. Any disputes arising under or in connection with this Agreement shall be submitted to court of competent subject matter jurisdiction within the State of California, to the personal jurisdiction of which each party hereby consents. Each party also waives all defenses he or it may have to the personal jurisdiction of such courts located within the State of California, including without limitation the defense of *forum non conveniens*.

Assignor and Assignee shall be entitled to file this agreement publicly (for example for recordation purposes to record with patent authorities (including without limitation the USPTO) with respect to the Assigned Patents).

Assignee is entitled to assign this agreement, in whole or in part, freely, without the requirement to get consent from assignor.

FOR:  
Novare Surgical Systems, Inc

Printed Name Alan May  
Title CEO  
Signature [Signature]  
Dated 1 June 2011

FOR:  
Vitalitec International, Inc

Printed Name Wayne R. Kuyper  
Title President  
Signature [Signature]  
Dated 10 June 2011

# SCHEDULE A

<u>COUNTRY</u>	<u>TITLE</u>	<u>APP #</u> <u>FILE DATE</u>	<u>PATENT #</u> <u>GRANT</u> <u>DATE</u>	<u>PARENT #</u> <u>FILE DATE</u>	<u>FILE TYPE</u>	<u>INVENTOR(S)</u>
US United States	ANASTOMOSIS OCCLUSION DEVICE	09/887,477 6/22/2001	6,620,177 09/16/2003 Expiry: 06/22/2021	60/282,545 4/9/2001 United States	National	GOLD, ADAM BUELNA, T. FOGARTY, T.J. HOWELL, T.A. ANDERSON, R.J.
US United States	ANASTOMOSIS OCCLUSION DEVICE	10/639,895 8/12/2003	7,537,599	09/887,477 6/22/2001 United States	National	GOLD, ADAM BUELNA, TERENCE FOGARTY, THOMAS J. HOWELL, THOMAS ANDERSON, RUSSELL J.
US United States	ANASTOMOSIS OCCLUSION DEVICE	10/058,577 1/28/2002	6,953,464 10/11/2005 Expiry: 06/22/2021	09/887,477 6/22/2001 United States	National	BUELNA, TERENCE GOLD, ADAM FOGARTY, THOMAS J. HOWELL, THOMAS A.
WO Patent Cooperati on Treaty	ANASTOMOSIS OCCLUSION DEVICE	PCT/US02/04903 2/20/2002		09/887,477 6/22/2001 United States	Patent Cooperation Treaty	GOLD, ADAM BUELNA, TERENCE FOGARTY, THOMAS J. HOWELL, THOMAS ANDERSON, RUSSELL J.
CA Canada	ANASTOMOSIS OCCLUSION DEVICE	2438915 2/20/2002		PCT/US02/04903 2/20/2002 United States	Patent Cooperation Treaty	GOLD, ADAM BUELNA, TERENCE FOGARTY, THOMAS J. HOWELL, THOMAS ANDERSON, RUSSELL J.

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CN China P.R.	ANASTOMOSIS OCCLUSION DEVICE	028052099 2/20/2002	ZL02805209 9 09/13/2006 Expiry: 02/20/2022	PCT/US02/04903 2/20/2002 United States	Patent Cooperation Treaty	GOLD, ADAM BUELNA, TERENCE FOGARTY, THOMAS J. HOWELL, THOMAS ANDERSON, RUSSELL J.
EP European Patent Conventio n	ANASTOMOSIS OCCLUSION DEVICE	027136316 2/20/2002		PCT/US02/04903 2/20/2002 United States	PCT/EPC Application	GOLD, ADAM BUELNA, TERENCE FOGARTY, THOMAS J. HOWELL, THOMAS ANDERSON, RUSSELL J.
JP Japan	ANASTOMOSIS OCCLUSION DEVICE	2002567162 2/20/2002	4119255 05/02/2008 Expiry: 02/20/2022	PCT/US02/ 04903 2/20/2002 United States	Patent Cooperation Treaty	GOLD, ADAM BUELNA, TERENCE FOGARTY, THOMAS J. HOWELL, THOMAS ANDERSON, RUSSELL J.
HK Hong Kong	ANASTOMOSIS OCCLUSION DEVICE	041008676 2/10/2004		027136316 2/20/2002 European Patent Convention	European Patent Case	GOLD, ADAM BUELNA, TERENCE FOGARTY, THOMAS J. HOWELL, THOMAS ANDERSON, RUSSELL J.
US United States	DEVICE AND METHOD FOR PERFORMING MULTIPLE ANASTOMOSSES	10/735,340 12/12/2003			National	DANITZ, DAVID GOLD, ADAM STURTZ, KARRIE

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WO Patent Cooperati on Treaty	DEVICE AND METHOD FOR PERFORMING MULTIPLE ANASTOMOSES	PCT/US2004/041438 12/10/2004		10/735,340 12/12/2003	Patent Cooperation Treaty	DANITZ, DAVID GOLD, ADAM STURTZ, KARRIE
CN China P.R.	DEVICE AND METHOD FOR PERFORMING MULTIPLE ANASTOMOSES	2004/ 800369453 12/10/2004	100506167 07/01/2009 Expiry: 12/10/2024	PCT/US2004/ 041438 12/10/2004 Patent Cooperation Treaty	Patent Cooperation Treaty	DANITZ, DAVID J. GOLD, ADAM STURTZ, KARRIE L.
EP European Patent Conventio n	DEVICE AND METHOD FOR PERFORMING MULTIPLE ANASTOMOSES	048137079 12/10/2004		PCT/US2004/ 041438 12/10/2004 Patent Cooperation Treaty	PCT/EP Application	DANITZ, DAVID J. GOLD, ADAM STURTZ, KARRIE L.
JP Japan	DEVICE AND METHOD FOR PERFORMING MULTIPLE ANASTOMOSES	2006544026 12/10/2004		PCT/US2004/ 041438 12/10/2004 Patent Cooperation Treaty	Patent Cooperation Treaty	DANITZ, DAVID J. GOLD, ADAM STURTZ, KARRIE L.

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