

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BioMedical Engineering Solutions, L.L.C.	07/02/2011
RECEIVING PARTY DATA	
Name:	InVectus Biomedical, Inc.
Street Address:	1920 Roffe Road
City:	Park City
State/Country:	UTAH
Postal Code:	84098
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6736822
CORRESPONDENCE DATA	
Fax Number:	(650)212-7562
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(650) 212-1700
Email:	info@shayglenn.com
Correspondent Name:	Shay Glenn LLP
Address Line 1:	2755 Campus Drive, Suite 210
Address Line 4:	San Mateo, CALIFORNIA 94403
ATTORNEY DOCKET NUMBER:	11419-701.200
NAME OF SUBMITTER:	Mary Buggie
Total Attachments: 3 source=11419-701-200_RecordCS_BESL_L_C_IBI#page1.tif source=11419-701-200_RecordCS_BESL_L_C_IBI#page2.tif source=11419-701-200_RecordCS_BESL_L_C_IBI#page3.tif	

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RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

<p>1. Name of conveying party(ies):</p> <p>(1) BioMedical Engineering Solutions, L.L.C.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: InVectus Biomedical, Inc. 1920 Roffe Road Park City, UT 84098</p>
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<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other</p> <p>EXECUTION DATE(S): (1) 07/02/11</p>	<p>Name and address of receiving party(ies):</p> <p>Name:</p> <p>Street Address:</p> <p>City: State: Zip:</p> <p>Country:</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

<p>A. Patent Application No.(s) –</p> <p>Title:</p>	<p>B. Patent No.(s) – 6,736,822</p>
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>W. Benjamin Glenn Shay Glenn LLP 2755 Campus Drive, Suite 210 San Mateo, CA 94403</p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <hr/> <p>7. Total fee (37 CFR 3.41): \$40.00</p> <p><input type="checkbox"/> A check is enclosed that includes the total fee.</p> <p><input checked="" type="checkbox"/> Charge the \$40 fee to Deposit Account 50-4050.</p>
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8. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

W. Benjamin Glenn, Reg. No. 44,713 W Benjamin 7/12/11

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: **3**

**CONTINGENT ASSIGNMENT OF PATENT
APPLICATION**

Docket Number: 11419-701.200

This Contingent Assignment of Patent Application is between: **BioMedical Engineering Solutions, L.L.C.** of 1920 Roffe Road, Park City, UT, 84098 (hereinafter referred to as "Assignor") and **InVectus Biomedical, Inc.**, a corporation of the State of Utah, having a place of business at 1920 Roffe Road, Park City, UT, 84098, (hereinafter termed "Assignee").

WHEREAS Assignor has invented certain new and useful improvements in:

"DEVICE AND METHOD FOR INTERNAL LIGATION OF TUBULAR STRUCTURES"

for which United States Patent Application, Serial No. 10/079,015, was filed on February 20, 2002 and from which United States Patent was issued on **May 18, 2004**, Patent No. **6,736,822**.

WHEREAS, Assignee is of the view that it previously acquired the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Assignor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

WHEREAS, if and to the extent Assignor possesses any residual right, title, and/or interest to said invention or application, Assignor is desirous of assigning any and all such residual right, title, and/or interest, whether now existing or arising in the future, to the Assignee.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received in full from said Assignee:

1. If and to the extent Assignor possesses any residual right, title, and/or interest to said invention or application, said Assignor does hereby sell, assign, transfer and convey unto said Assignee the entirety of any such right, title and interest, whether now existing or arising in the future (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Assignor shall include without limitation (X) execution of any additional version of this Contingent Assignment of Patent Application after the date hereof at such time as the Assignee may request and (Y) prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of the said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contest, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignor in providing such cooperation shall be paid for by said Assignee.

**CONTINGENT ASSIGNMENT OF PATENT
APPLICATION**

Docket Number: 11419-701.200

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignor, his heirs, legal representatives and assigns.


4. Said Assignor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Assignor hereby acknowledges the receipt of \$20 from Assignee as consideration for all obligations contemplated and performed, or to be performed, by the Assignor under this Contingent Assignment of Patent Application.

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee:

Date

7/2/2011

Assignor:  BioMedical Engineering Solutions, L.L.C.

Name:

ANNETTE MCCLELLAN

Title:

CEO