

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Julie Marie Trommeter	06/16/2010
Michael Lyons	06/16/2010
Jeffrey Castleberry	06/16/2010
James Fogelberg	06/25/2010
Stephen Johnson	11/15/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	EndoShape, Inc.
<b>Street Address:</b>	2450 Central Avenue
<b>Internal Address:</b>	Suite I
<b>City:</b>	Boulder
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80301
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>PCT Number:</b>	US1029742
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(303)629-3450
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	(303) 629-3400
<b>Email:</b>	ahmad.azlenda@dorsey.com
<b>Correspondent Name:</b>	Brad J. Hattenbach/Dorsey & Whitney LLP
<b>Address Line 1:</b>	1400 Wewatta Street
<b>Address Line 2:</b>	Suite 400
<b>Address Line 4:</b>	Denver, COLORADO 80202
<b>ATTORNEY DOCKET NUMBER:</b>	P191220.WO.01

CH \$40.00 US1029742

NAME OF SUBMITTER:

Azlenda Ahmad F/B/O Brad J. Hattenbach

**Total Attachments: 10**

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**ASSIGNMENT**

**PARTIES TO THE ASSIGNMENT:**

**Assignor(s):**

Julie Marie Trommeter  
2593 Stonewall Lane  
Lafayette, Colorado 80026  
United States

Michael Lyons  
4385 Comanche Dr., Apt. 1  
Boulder, Colorado 80303  
United States

Jeffrey Castleberry  
6224 Trevarton Dr.  
Longmont, Colorado 80503  
United States

James Fogelberg  
9712 Sugarloaf  
Boulder, Colorado 80301

Stephen Johnson  
1413 Wyoming Street  
Golden, Colorado 80403

**Assignee:**

EndoShape, Inc.  
2450 Central Avenue, Suite I  
Boulder, Colorado 80301  
United States

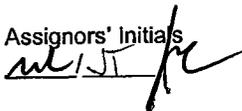
State of Incorporation: Delaware

**PATENT APPLICATION SUBJECT TO THE ASSIGNMENT:**

Serial Number..... PCT/US2010/29742  
Filing Date.....2 April 2010  
Attorney Docket No. .... P191220.WO.01  
Title: Vascular Occlusion Devices

WHEREAS, the Assignor(s) identified above (hereinafter, individually and collectively the "Assignor"), have invented certain new and useful processes, methods, machines, devices, systems, manufactures, and/or compositions of matter, or new and useful improvements thereof (the "Invention"), disclosed and described in an application for Letters Patent under the Patent Cooperation Treaty designating, among other nations, the United States ("U.S.") filed on the filing date indicated above in the United States Patent and Trademark Office ("USPTO") as Receiving Office and identified by the title, application number, and/or attorney docket number indicated above (the "Patent Application"); and

Assignors' Initials



WHEREAS, Assignee, a corporation organized and existing under the laws of the State indicated above, and having its principal place of business at the address indicated above, desires to acquire the entire right, title, and interest of Assignor in and to the Invention, the Patent Application and in, to, and under any and all Letters Patent to be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, and transferred and does hereby sell, assign, and transfer to the Assignee, its successors, legal representatives, and assigns, the entire right, title and interest in and to the Invention, the Patent Application, and any and all U.S. national application filings claiming priority thereto, including all divisional, continuation, continuation-in-part, continuing prosecution, reexamination, and reissue applications thereof; all international, regional, and foreign applications that claim priority to, are counterparts of, or otherwise correspond thereto; the Letters Patent, both foreign and domestic, that may or shall issue, or may or shall have issued, therefrom; any extensions or renewals thereof; and any right, title, or interest in and to the Invention under any international conventions (collectively "the Patent Rights");

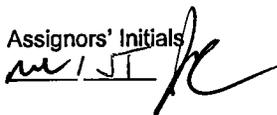
Assignor further authorizes said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Patent Application and otherwise take advantage of the provisions of any international conventions; and

Assignor hereby authorizes and requests transfer of the Patent Application and any further applications, which may be or shall have been filed under the Patent Rights, to the Assignee in accordance herewith and further authorizes and requests any official of any State whose duty consists of issuing patents or other evidence or forms of any industrial property protection issuing from the Patent Application and all related applications, to issue same to the Assignee, its successors, and assigns in accordance herewith; and

Assignor hereby authorizes Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number and filing date of the Patent Application once known.

Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party; and Assignor hereby covenants and agrees with the Assignee, its successors and assigns, that Assignor will not execute in writing or do any act whatsoever conflicting with these representations, and that Assignor, Assignor's successors, legal representatives, or administrators will at any time upon request, without further or additional consideration, but at the expense of the Assignee, its successors, and assigns, execute such additional writings and do such additional acts as said Assignee, its successors, and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for, obtaining, and enforcing any of the Patent Rights, including giving testimony in any proceedings or transactions involving such Patent Rights; and

Assignor further covenants and agrees that this Assignment is effective as of 2 April 2010.

Assignors' Initials  


IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

STATE OF COLORADO )  
 CITY OF ) ss.  
 COUNTY OF )

SEAL

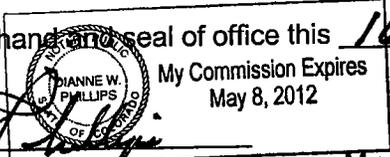
By:   
 Julie Marie Trommeter

Dated: 6/16/10

Before me, a Notary Public in and for said County and State, personally appeared Julie Marie Trommeter, who executed the foregoing instrument for the purposes and considerations therein expressed.

Given under my hand and seal of office this 16<sup>th</sup> day of June, 2010.

  
 Notary Public My Commission Expires: May 8, 2012



STATE OF COLORADO )  
 CITY OF ) ss.  
 COUNTY OF )

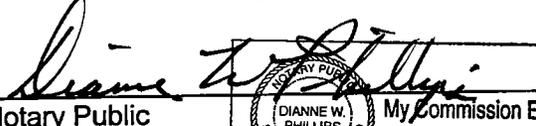
SEAL

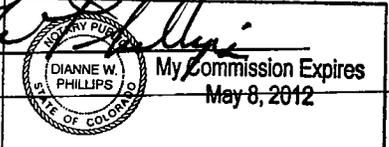
By:   
 Michael Lyons

Dated: 6/16/10

Before me, a Notary Public in and for said County and State, personally appeared Michael Lyons, who executed the foregoing instrument for the purposes and considerations therein expressed.

Given under my hand and seal of office this 16<sup>th</sup> day of June, 2010.

  
 Notary Public My Commission Expires: May 8, 2012



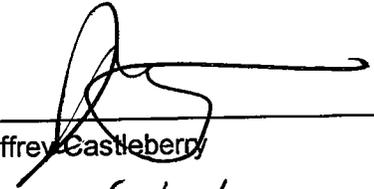
Assignors' Initials  
MT JT

STATE OF COLORADO )  
CITY OF )  
COUNTY OF )

ss.

SEAL

By:

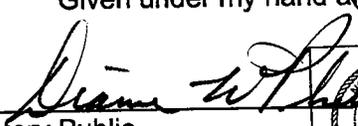
  
Jeffrey Castleberry

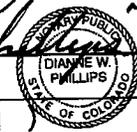
Dated:

6/16/10

Before me, a Notary Public in and for said County and State, personally appeared Jeffrey Castleberry, who executed the foregoing instrument for the purposes and considerations therein expressed.

Given under my hand and seal of office this 16<sup>th</sup> day of June, 2010.

  
Notary Public



My Commission Expires May 8, 2012

My Commission Expires:

May 8, 2012

STATE OF COLORADO )  
CITY OF )  
COUNTY OF )

ss.

SEAL

By:

James Fogelberg

Dated:

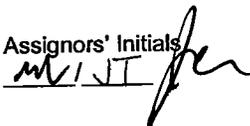
Before me, a Notary Public in and for said County and State, personally appeared James Fogelberg, who executed the foregoing instrument for the purposes and considerations therein expressed.

Given under my hand and seal of office this \_\_\_ day of \_\_\_\_\_, 2010.

Notary Public

My Commission Expires: \_\_\_\_\_

Assignors' Initials



STATE OF COLORADO )  
CITY OF ) ss.  
COUNTY OF Boulder )

LYN M. DREYER  
NOTARY PUBLIC  
STATE OF COLORADO  
My Commission Expires 06/21/2013

By: Stephen Johnson  
Stephen Johnson

Dated: November 15, 2010

Before me, a Notary Public in and for said County and State, personally appeared Stephen Johnson, who executed the foregoing instrument for the purposes and considerations therein expressed.

Given under my hand and seal of office this 15<sup>th</sup> day of November, 2010.

Lyn M Dreyer  
Notary Public

My Commission Expires: 6/21/2013

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date set forth below.

ASSIGNEE: EndoShape, Inc.

Dated: 11/4/10

[Signature]  
(signature)

Place: Boulder

By: JEFF CASTLEBERRY  
(printed name of authorized agent of assignee),

[Signature]  
(Witness #1: signature)

Its: COO  
(title)

William Aldrich  
(Witness #1: printed name)

[Signature]  
(Witness #2: signature)  
Julie Tommeter  
(Witness #2: printed name)

Assignors' Initials  
mi/jc

**ASSIGNMENT**

**PARTIES TO THE ASSIGNMENT:**

**Assignor(s):**

Julie Marie Trommeter  
2593 Stonewall Lane  
Lafayette, Colorado 80026  
United States

Michael Lyons  
4385 Comanche Dr., Apt. 1  
Boulder, Colorado 80303  
United States

Jeffrey Castleberry  
6224 Trevarton Dr.  
Longmont, Colorado 80503  
United States

James Fogelberg  
9712 Sugarloaf  
Boulder, Colorado 80301

Stephen Johnson  
1413 Wyoming Street  
Golden, Colorado 80403

**Assignee:**

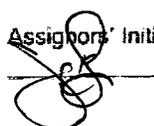
EndoShape, Inc.  
2450 Central Avenue, Suite I  
Boulder, Colorado 80301  
United States

State of Incorporation: Delaware

**PATENT APPLICATION SUBJECT TO THE ASSIGNMENT:**

Serial Number..... PCT/US2010/29742  
Filing Date..... 2 April 2010  
Attorney Docket No. .... P191220.WO.01  
Title: Vascular Occlusion Devices

WHEREAS, the Assignor(s) identified above (hereinafter, individually and collectively the "Assignor"), have invented certain new and useful processes, methods, machines, devices, systems, manufactures, and/or compositions of matter, or new and useful improvements thereof (the "Invention"), disclosed and described in an application for Letters Patent under the Patent Cooperation Treaty designating, among other nations, the United States ("U.S.") filed on the filing date indicated above in the United States Patent and Trademark Office ("USPTO") as Receiving Office and identified by the title, application number, and/or attorney docket number indicated above (the "Patent Application"); and

Assignor's Initials  


WHEREAS, Assignee, a corporation organized and existing under the laws of the State indicated above, and having its principal place of business at the address indicated above, desires to acquire the entire right, title, and interest of Assignor in and to the Invention, the Patent Application and in, to, and under any and all Letters Patent to be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, and transferred and does hereby sell, assign, and transfer to the Assignee, its successors, legal representatives, and assigns, the entire right, title and interest in and to the Invention, the Patent Application, and any and all U.S. national application filings claiming priority thereto, including all divisional, continuation, continuation-in-part, continuing prosecution, reexamination, and reissue applications thereof; all international, regional, and foreign applications that claim priority to, are counterparts of, or otherwise correspond thereto; the Letters Patent, both foreign and domestic, that may or shall issue, or may or shall have issued, therefrom; any extensions or renewals thereof; and any right, title, or interest in and to the Invention under any international conventions (collectively "the Patent Rights");

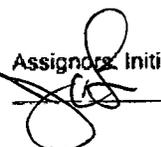
Assignor further authorizes said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Patent Application and otherwise take advantage of the provisions of any international conventions; and

Assignor hereby authorizes and requests transfer of the Patent Application and any further applications, which may be or shall have been filed under the Patent Rights, to the Assignee in accordance herewith and further authorizes and requests any official of any State whose duty consists of issuing patents or other evidence or forms of any industrial property protection issuing from the Patent Application and all related applications, to issue same to the Assignee, its successors, and assigns in accordance herewith; and

Assignor hereby authorizes Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number and filing date of the Patent Application once known.

Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party; and Assignor hereby covenants and agrees with the Assignee, its successors and assigns, that Assignor will not execute in writing or do any act whatsoever conflicting with these representations, and that Assignor, Assignor's successors, legal representatives, or administrators will at any time upon request, without further or additional consideration, but at the expense of the Assignee, its successors, and assigns, execute such additional writings and do such additional acts as said Assignee, its successors, and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for, obtaining, and enforcing any of the Patent Rights, including giving testimony in any proceedings or transactions involving such Patent Rights; and

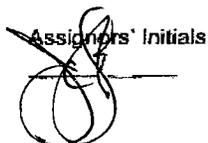
Assignor further covenants and agrees that this Assignment is effective as of 2 April 2010.

Assignor's Initials  


IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

STATE OF COLORADO ) CITY OF ) ss. COUNTY OF )	By: _____ Julie Marie Trommeter
SEAL	Dated: _____
Before me, a Notary Public in and for said County and State, personally appeared Julie Marie Trommeter, who executed the foregoing instrument for the purposes and considerations therein expressed.	
Given under my hand and seal of office this ____ day of _____, 2010.	
_____ Notary Public	My Commission Expires: _____

STATE OF COLORADO ) CITY OF ) ss. COUNTY OF )	By: _____ Michael Lyons
SEAL	Dated: _____
Before me, a Notary Public in and for said County and State, personally appeared Michael Lyons, who executed the foregoing instrument for the purposes and considerations therein expressed.	
Given under my hand and seal of office this ____ day of _____, 2010.	
_____ Notary Public	My Commission Expires: _____

Assignors' Initials  


STATE OF COLORADO )  
CITY OF ) ss.  
COUNTY OF )

SEAL

By: \_\_\_\_\_  
Jeffrey Castleberry

Dated: \_\_\_\_\_

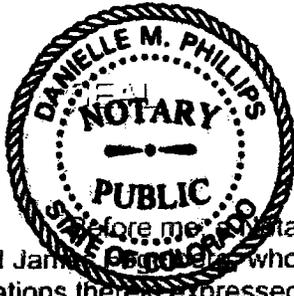
Before me, a Notary Public in and for said County and State, personally appeared Jeffrey Castleberry, who executed the foregoing instrument for the purposes and considerations therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF COLORADO )  
CITY OF Fort Collins ) ss.  
COUNTY OF Larimer )



By: \_\_\_\_\_  
James Fogelberg

Dated: 6/25/2010

Before me, a Notary Public in and for said County and State, personally appeared James Fogelberg who executed the foregoing instrument for the purposes and considerations therein expressed.

Given under my hand and seal of office this 25<sup>th</sup> day of June, 2010.

Danielle M. Phillips  
Notary Public

My Commission Expires: 12/30/11

Assignors Initials

Jed

Jeffrey Castleberry

STATE OF COLORADO )  
CITY OF ) ss.  
COUNTY OF )

SEAL

By: \_\_\_\_\_  
Stephen Johnson

Dated: \_\_\_\_\_

Before me, a Notary Public in and for said County and State, personally appeared Stephen Johnson, who executed the foregoing instrument for the purposes and considerations therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date set forth below.

ASSIGNEE: EndoShape, Inc.

Dated: \_\_\_\_\_  
(signature)

Place: \_\_\_\_\_ By: \_\_\_\_\_  
(printed name of authorized agent of assignee)

Its: \_\_\_\_\_  
(title)

\_\_\_\_\_  
(Witness #1: signature)

\_\_\_\_\_  
(Witness #2: signature)

\_\_\_\_\_  
(Witness #1: printed name)

\_\_\_\_\_  
(Witness #2: printed name)

Assignors' Initials

