# Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		Agreement voiding prior assignment		
CONVEYING PARTY DA	ТА			
		Name	Execution Date	
James D. Taylor			09/15/2011	
Bruce Olson			09/15/2011	
Stephen Lewis			09/15/2011	
RECEIVING PARTY DAT	Ā			
Name: Envisioneering, LLC				
Street Address:	1982 Innerbelt Business Center Drive			
City:	St. Louis			
State/Country:	MISSOURI			
Postal Code:	63114			
Property Type 7833 <sup>.7</sup>			Number	
CORRESPONDENCE DA				
Fax Number: (203)323-1803				
Phone:	(203) 323-18	00		
Email:   pto@gordonjacobson.com     Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US				
Correspondence will be s Mail.	sent to the e-mail a	ddress first; if that is unsuccessful	It will be sent via US	
Correspondent Name:	Gordon & Ja	cobson, P.C.		
Address Line 1: 60 Long Ridge Road				
Address Line 2:	Suite 407 Stamford, CONNECTICUT 06902			
Address Line 4:	Stamford, Co			
ATTORNEY DOCKET NUMBER:		EMT-002		
NAME OF SUBMITTER:		Jay P. Sbrollini	Jay P. Sbrollini	
Total Attachments: 3 source=Agreement-Assig source=Agreement-Assig	n2-EMT-002-AsFil	ed#page1.tif		

### AGREEMENT

WHEREAS patent application no. 12/968,870 has been filed in the US PTO on August 23, 2007, now issued as US Patent No. 7,833,168, with respect to an invention titled "Targeted Biopsy Delivery System" (Attorney Docket EMT-002);

WHEREAS, **James D. Taylor, Bruce A. Olson and Stephen Lewis**, inventors of the invention, executed an assignment dated October 23, 2009, recorded on November 18, 2009 on Reel 023536, Frame 0371; and which transferred, or attempted to transfer, all right, title and interest in the invention to Envisioneering Medical Technologies, LLC;

WHEREAS said assignment contained a technical error which has since been recognized: the error being that Envisioneering Medical Technologies, LLC does not exist;

WHEREAS the parties wish to ensure that all rights, title and interest in the invention are properly assigned to Envisioneering, LLC.

Now therefore the parties, in part or in total, as necessary, agree:

- Upon execution of the attached assignment by all of the listed assignees, the assignments executed by James D. Taylor, Bruce A. Olson and Stephen Lewis on December 23, 2009, shall be considered void ab initio and have no legal effect whatsoever.
- The attached Assignment of rights from James D. Taylor, Bruce A. Olson and Stephen Lewis to Envisioneering, LLC is the only assignment in effect.

IN WITNESS WHEREOF, we, **James D. Taylor**, **Bruce A. Olson and Stephen Lewis**, as the inventors in the invention, have hereunto set our hands and seals this \_\_\_\_\_\_ day of DEPTEMBER 2011.

Taylor ICP. Oiston

Stephen Lewis

County ss: State of

CANTE .

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BE IT KNOWN, that on this 15<sup>th</sup> day of <u>DEPTEMBER</u>, 2011 personally appeared **James D. Taylor, Bruce Olson and Stephen Lewis,** to me known and known to me to be the individuals described in and who executed the foregoing and they acknowledged to me that they executed the same.

M. llinni MΛ Q F. WIL Notary

Pamela F. Williams Notary Public SEAL State of Missouri Commission # 10428588 My Commission Expires: Oct. 17, 2014 My Commission expires:

#### ASSIGNMENT

WHEREAS, we, James D. Taylor, Bruce Olson and Stephen Lewis, hereinafter referred to as the "Inventors", whose post office addresses and citizenship are respectively,

3237 Haas Avenue, Bridgeton, MO 63044, (US Citizen)
12 Saint Andrews Drive, St. Louis, MO 63124 (US Citizen)
991 Keeneland Road, Florissant, MO 63034 (US Citizen)

have invented certain new and useful improvements in

# TARGETED BIOPSY DELIVERY SYSTEM

as described and set forth in an application for Letters Patent of the United States of America, filed by us on the 23rd day of August 2007 as serial number 12/968,870, now issued as US Patent No. 7,833,168.

AND WHEREAS, **Envisioneering**, **LLC** hereinafter referred to as the "said COMPANY", a company existing under the laws of Missouri and having a place of business at 1982 Innerbelt Business Center Drive, St. Louis, MO 63114, is desirous of acquiring or confirming its acquisition of the entire right, title and interest in and to said invention, inventions or improvements, and in and to said application, and in and to any and all patents, both of the United States and of all foreign countries, that may be obtained therefor;

NOW, THEREFORE TO ALL WHOM IT MAY CONCERN, BE IT KNOWN, that we, the Inventors, for good and valuable considerations, the receipt and sufficiency of which we hereby acknowledge, have sold, assigned, transferred and conveyed, and by this assignment do sell, assign, transfer and convey, unto said COMPANY, its successors and assigns, the entire right, title and interest throughout the world, in and to our invention, inventions or improvements described or set forth in said application, in any form or embodiment thereof, and in and to said application, and in and to any applications filed in any foreign country based thereon, including the right to file foreign applications under the provisions of any convention or treaty; and in and to any confirmation, divisional, continuation, continuation-in-part, or substitute application or any other application which claims the benefit of said application which may be filed on said invention, inventions or improvements in the United States or in any foreign country; and in and to any and all patents, certificates, utility models, reissues, extensions, additions or confirmations thereof which may be granted in the United States or in any foreign country upon said invention, inventions or improvements, to have and to hold the same to the full end of the term or terms for which any and all such United States and foreign patents and grants may be issued on said invention, inventions or improvements.

AND we do hereby authorize and request the issuing authority to issue any and all of said United States and foreign patents on said application or applications to said COMPANY, its successors and assigns, as the assignees of the entire right, title and interest in and to the same, for the sole use and benefit of said COMPANY, its successors and assigns.

AND we do hereby covenant and warrant that we have full right to convey the entire right, title and interest herein assigned free and clear of all licenses, encumbrances and liens whatsoever, and that we have not executed and will not execute any instruments in conflict herewith.

AND we, for the conditions aforesaid, do hereby covenant and agree to and with the said COMPANY, its successors and assigns, that we, our executors, administrators, or other personal representatives, shall and will do all lawful acts and things, make all rightful oaths, and make, execute, and deliver any and all other instruments in writing, and any and all further applications, papers, powers,

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### PATENT REEL: 027017 FRAME: 0936

affidavits, assignments, disclaimers and other documents, which in the opinion of counsel for said COMPANY, its successors and assigns, may be required or necessary in this or in any foreign country more effectually to secure to and vest in said COMPANY, its successors and assigns, the entire right, title and interest in and to said invention, inventions, or improvements, application or applications, patents, rights, titles, benefits, privileges and advantages hereby sold, assigned, confirmed, transferred and conveyed.

The undersigned hereby grant(s) David P. Gordon, Esq., David S. Jacobson, Esq., and Jay P. Sbrollini, Esq. the power to insert on this Assignment any further identification which may be necessary in order to comply with the rules of the U.S. Patent and Trademark Office for the recordation of this document and to correct any errors or defects herein.

IN WITNESS WHEREOF, we, James D. Taylor, Bruce Olson and Stephen Lewis, have hereunto set our hands and seals this <u>1574</u> day of <u>EPTEMBER</u>, 20\_\_\_\_.

S D. Taylor Bruce Oldon

State of ss: County of

BE IT KNOWN, that on this <u>15th</u> day of <u>EPTEMBER20</u>, personally appeared, James **D. Taylor, Bruce Olson and Stephen Lewis**, to me known and known to me to be the individuals described in and who executed the foregoing assignment and they acknowledged to me that they executed the same.

Stephen Lewis

William

Notary Public

Pamela F. Williams S E A L Notary Public State of Missouri Commission # 10428588 My Commission Expires: Oct. 17, 2014 My Commission expires:

