

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Silicon Valley Bank	10/03/2011
GATX Ventures, Inc.	10/03/2011

RECEIVING PARTY DATA

Name:	SurgeRX Medical, LLC
Street Address:	19639 Farwell Avenue
City:	Saratoga
State/Country:	CALIFORNIA
Postal Code:	95070

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	5308320
Patent Number:	5383854
Patent Number:	5738649
Patent Number:	5827237
Patent Number:	5879316
Patent Number:	6361545
Patent Number:	6547760
Patent Number:	6371935
Patent Number:	6395014
Patent Number:	6695864
Patent Number:	6165162

CORRESPONDENCE DATA

Fax Number: (310)203-0567

Phone: 310-203-8080

501702449

PATENT
REEL: 027119 FRAME: 0089

CH \$440.00 5308320

Email: patentdocket@jmbm.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Rod S. Berman, Esq.

Address Line 1: 1900 Avenue of the Stars, 7th Floor

Address Line 4: Los Angeles, CALIFORNIA 90067-4308

ATTORNEY DOCKET NUMBER:

71723-0003

NAME OF SUBMITTER:

Marta Hodur

Total Attachments: 11

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ASSIGNMENT OF PATENT RIGHTS

Silicon Valley Bank and GATX Ventures, Inc. (individually and collectively, "Assignor"), has acquired the right and authority to transfer the entire right, title and interest in any Letters Patent(s) ("said patent(s)") and any Patent application(s) ("said application(s)") listed on the attached Schedule 1, as well as any invention(s) ("said invention(s)") disclosed in said application(s) and said patent(s).

WHEREAS, SurgeRx Medical, LLC, a California limited liability company ("Assignee"), is desirous of acquiring, to the extent Assignor is able to assign, the entire right, title, and interest in and to said invention(s), said application(s), and said patent(s), the right to file applications on said invention(s), the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application(s), the right to recover damages, including provisional or other royalties, for prior infringements of said application(s) and said patent(s), and the entire right, title, and interest in and to any Letters Patent or Patents, United States or foreign, to be obtained for said invention(s) and said application(s); and

WHEREAS, Assignee and Assignor are parties to the Asset Purchase Agreement and Certificate of Sale (the "Agreement") of even date herewith (the "Effective Date"), pursuant to which Assignor has agreed to, among other things, sell and Assignee has agreed to purchase through a private sale under §9610 of the California Commercial Code substantially all of the assets, including without limitation the assets and related rights assigned herein, of Cardeon Corporation, a California corporation ("Cardeon").

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns Cardeon's entire right, title, and interest in and to said invention(s), said application(s), and said patent(s), Cardeon's right to file applications on said invention(s), Cardeon's entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application(s), including divisions, continuations, and continuations-in-part of said application(s), Cardeon's right to recover damages, including provisional or other royalties, for prior infringements of said application(s) and said patent(s), Cardeon's entire right, title and interest in and to any and all Letters Patent or Patents, United States or foreign, to be obtained for said invention(s) and said application(s), the entire right, title and interest in and to any and all reissues and extensions of said patent(s), and all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf 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 Cardeon had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of this assignment, the Assignor has good and full right and lawful authority to sell and convey Cardeon's right, title and interest in said invention(s), said application(s), and said patent(s) in the manner herein set forth, to the extent such inventions, applications and patents are included in the Collateral, as defined in the Agreement;

AND, for the same consideration, the Assignor does sell, assign, transfer, and set over unto the Assignee, its successors, legal representatives, all of Assignor's rights, title and interest in and to said invention(s), said application(s) and said patents(s) (if any), and the Assignor hereby represents and warrants that Assignor has not previously transferred any rights to said invention(s), said application(s), and said patent(s) to any other party.

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s), said application(s), said patent(s), any application claiming priority to said application(s), any reissue or extension of said patent(s), and any United States or foreign Letters Patent or Patents for said invention(s) or said application(s), including interference proceedings, 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 Letters Patent or Patents for said invention(s) at the cost and expense of the Assignee, its successors, legal representatives,

and assigns, provided such requests are reasonable and within the scope and powers of Assignor as a foreclosing secured creditor;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all aforementioned patent(s) of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns;

AND this Assignment supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among Assignor and Assignee relating to the subject matter hereof, other than the Agreement. No waiver of any breach or condition of this Assignment shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. If any provision of this Assignment is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be wholly performed within California, without regard to conflicts of laws provisions thereof;


AND this Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF this Assignment of Patent Rights is executed as of the Effective Date.

ASSIGNOR:

SILICON VALLEY BANK

By: 
Print Name: Maria Johnson
Title: Senior Advisor

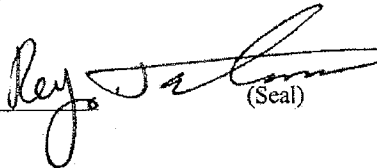
STATE OF _____)
COUNTY OF _____)

SS.

On _____, before me, _____, Notary Public in and for said State, personally appeared _____, 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/she executed the same in his/her authorized capacity, and that by his/her 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.

Signature _____


(Seal)

SEE ATTACHED
NOTARY CERTIFICATE

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On Sep 28 - 2011 before me, Roya Tahmoresi, Notary Public
(Here insert name and title of the officer)

personally appeared Marla Johnson

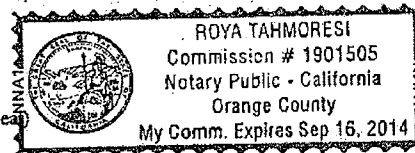
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/(her)/their authorized capacity(ies), and that by his/(her)/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Assignment of Patent
(Title or description of attached document)

Rights
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

Sep 28 - 2011
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

- (Title)
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

IN WITNESS WHEREOF this Assignment of Patent Rights is executed as of the Effective Date.

ASSIGNOR:

GATX VENTURES, INC.

By: [Signature]
Print Name: Rory Snyder
Title: Vice President

STATE OF _____)
COUNTY OF _____)

ss.

See Attached

On _____, before me, _____, Notary Public in and for said State, personally appeared _____, 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/she executed the same in his/her authorized capacity, and that by his/her 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.

Signature _____

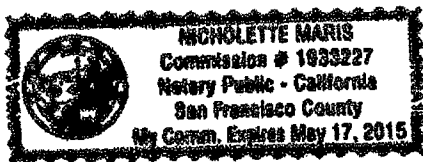
(Seal)

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

On September 26, 2011 before me, Nicholette Maris, Notary Public, personally appeared Rory C. Snyder, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Nicholette Maris

Notary Public

My Commission expires: May 17, 2015

IN WITNESS WHEREOF this Assignment of Patent Rights is executed as of the Effective Date.

ASSIGNEE:

SURGERX MEDICAL, LLC,
a California limited liability company

By: [Signature]
WILFRED J. SAMSON,
President

STATE OF CA
COUNTY OF Santa Clara

SS.

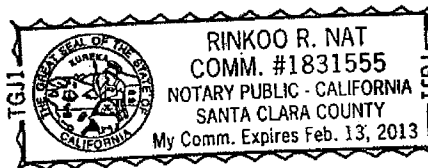
On Sept 15, 2011, before me, Rinkoo R. Nat, Notary Public in and for said State, personally appeared Wilfred J. Samson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her 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

Signature

[Signature]

(Seal)



**SCHEDULE 1
TO ASSIGNMENT OF PATENT RIGHTS**

1

Patent #: 5308320 Issue Dt: 05/03/1994 Application #: 07637565 Filing Dt: 12/28/1990
Title: PORTABLE AND MODULAR CARDIOPULMONARY BYPASS APPARATUS AND ASSOCIATED
AORTIC BALLOON CATHETER AND ASSOCIATED METHOD

2

Patent #: 5383854 Issue Dt: 01/24/1995 Application #: 07932212 Filing Dt: 08/19/1992
Title: PORTABLE AND MODULAR CARDIOPULMONARY BYPASS APPARATUS AND ASSOCIATED
AORTIC BALLOON CATHETER AND ASSOCIATES METHOD

3

Patent #: 5451207 Issue Dt: 09/19/1995 Application #: 08232921 Filing Dt: 04/25/1994
Title: METHOD OF CORONARY PLAQUE REMOVAL WITH BYPASS AND PERFUSION

4

Patent #: 5697905 Issue Dt: 12/16/1997 Application #: 08491520 Filing Dt: 06/19/1995
Title: TRIPLE-LUMEN INTRA-AORTIC CATHETER

5

Patent #: 5738649 Issue Dt: 04/14/1998 Application #: 08632883 Filing Dt: 04/16/1996
Title: PERIPHERAL ENTRY BIVENTRICULAR CATHETER SYSTEM FOR PROVIDING ACCESS TO
THE HEART FOR CARDIOPULMONARY SURGERY OR FOR PROLONGED CIRCULATORY
SUPPORT OF THE HEART

6

Patent #: 5820593 Issue Dt: 10/13/1998 Application #: 08637861 Filing Dt: 04/25/1996
Title: PORTABLE AND MODULAR CARDIOPULMONARY BYPASS APPARATUS AND ASSOCIATED
AORTIC BALLOON CATHETER AND ASSOCIATED METHOD

7

Patent #: 5833671 Issue Dt: 11/10/1998 Application #: 08664360 Filing Dt: 06/17/1996
Title: TRIPLE LUMEN CATHETER WITH CONTROLLABLE ANTEGRADE AND RETROGRADE FLUID
FLOW

8

Patent #: 5827237 Issue Dt: 10/27/1998 Application #: 08664361 Filing Dt: 06/17/1996
Title: DUAL LUMEN CATHETER WITH CONTROLLED ANTEGRADE AND RETROGRADE FLUID
FLOW

9

Patent #: 6059757 Issue Dt: 05/09/2000 Application #: 08665635 Filing Dt: 06/18/1996
Title: SINGLE LUMEN CATHETER WITH CONTROLLED ANTEGRADE AND RETROGRADE FLOW

10

Patent #: 5879316 Issue Dt: 03/09/1999 Application #: 08835662 Filing Dt: 04/10/1997
Title: PORTABLE AND MODULAR CARDIOPULMONARY BYPASS APPARATUS AND ASSOCIATED
AORTIC BALLOON CATHETER AND ASSOCIATED METHOD

11

Patent #: 5906588 Issue Dt: 05/25/1999 Application #: 08909380 Filing Dt: 08/11/1997
Title: PORTABLE AND MODULAR CARDIOPULMONARY BYPASS APPARATUS AND ASSOCIATED

114872383.2

AORTIC BALLOON AND ASSOCIATED METHOD

12

Patent #: 6110145 Issue Dt: 08/29/2000 Application #: 09060412 Filing Dt: 04/14/1998
Title: CATHETER SYSTEM FOR SURGICAL ACCESS AND CIRCULATORY SUPPORT OF THE HEART

13

Patent #: 6165162 Issue Dt: 12/26/2000 Application #: 09152589 Filing Dt: 09/14/1998
Title: METHOD OF USING AORTIC BALLOON CATHETER

14

Patent #: 6361545 Issue Dt: 03/26/2002 Application #: 09158405 Filing Dt: 09/22/1998
Title: PERFUSION FILTER CATHETER

15

Patent #: 6099506 Issue Dt: 08/08/2000 Application #: 09158407 Filing Dt: 09/22/1998
Title: INTRODUCER AND PERFUSION CANNULA

16

Patent #: 6117105 Issue Dt: 09/12/2000 Application #: 09205753 Filing Dt: 12/04/1998
Title: AORTIC CATHETER AND METHODS FOR INDUCING CARDIOPLEGIC ARREST AND FOR SELECTIVE AORTIC PERFUSION

17

Patent #: 6139517 Issue Dt: 10/31/2000 Application #: 09212580 Filing Dt: 12/14/1998
Title: PERFUSION SHUNT APPARATUS AND METHOD

18

Patent #: 6210363 Issue Dt: 04/03/2001 Application #: 09256263 Filing Dt: 02/23/1999
Title: METHODS AND DEVICES FOR OCCLUDING A VESSEL AND PERFORMING DIFFERENTIAL PERFUSION

19

Patent #: 6508777 Issue Dt: 01/21/2003 Application #: 09306555 Filing Dt: 05/06/1999
Title: CIRCULATORY SUPPORT SYSTEM AND METHOD OF USE FOR ISOLATED SEGMENTAL PERFUSION

20

Patent #: 6267747 Issue Dt: 07/31/2001 Application #: 09306696 Filing Dt: 05/06/1999
Title: AORTIC CATHETER WITH POROUS AORTIC ROOT BALLOON AND METHODS FOR INDUCING CARDIOPLEGIC ARREST

21

Patent #: 6547760 Issue Dt: 04/15/2003 Application #: 09366188 Filing Dt: 08/03/1999
Title: AORTIC CATHETER WITH POROUS AORTIC ARCH BALLOON AND METHODS FOR SELECTIVE AORTIC PERFUSION

22

Patent #: 6726651 Issue Dt: 04/27/2004 Application #: 09368450 Filing Dt: 08/04/1999
Title: METHOD AND APPRATUS FOR DIFFERENTIALLY PERFUSING A PATIENT DURING CARDIOPULMONARY BYPASS

23

Patent #: 6371935 Issue Dt: 04/16/2002 Application #: 09378676 Filing Dt: 08/20/1999
Title: AORTIC CATHETER WITH FLOW DIVIDER AND METHODS FOR PREVENTING CEREBRAL

EMBOLIZATION

24

Patent #: 6673040 Issue Dt: 01/06/2004 Application #: 09384467 Filing Dt: 08/27/1999
Title: SYSTEM AND METHODS FOR CATHETER PROCEDURES WITH CIRCULATORY SUPPORT IN
HIGH RISK PATIENTS

25

Patent #: 6395014 Issue Dt: 05/28/2002 Application #: 09447458 Filing Dt: 11/22/1999
Title: CEREBRAL EMBOLIC PROTECTION ASSEMBLY AND ASSOCIATED METHODS

26

Patent #: 6702773 Issue Dt: 03/09/2004 Application #: 09495632 Filing Dt: 02/01/2000
Title: METHODS AND DEVICES FOR PERFORMING DIFFERENTIAL PERFUSION

27

Patent #: 6254563 Issue Dt: 07/03/2001 Application #: 09532660 Filing Dt: 03/20/2000
Title: Perfusion shunt apparatus and method

28

Patent #: 6669680 Issue Dt: 12/30/2003 Application #: 09564281 Filing Dt: 05/04/2000
Title: METHODS OF MAINTAINING SELECTIVE FLOW WITHIN A VESSEL

29

Patent #: 6592612 Issue Dt: 07/15/2003 Application #: 09564958 Filing Dt: 05/04/2000
Title: METHOD AND APPARATUS FOR PROVIDING HEAT EXCHANGE WITHIN A CATHETER BODY

30

Patent #: 6673041 Issue Dt: 01/06/2004 Application #: 09652231 Filing Dt: 08/29/2000
Title: CATHETER SYSTEM FOR SURGICAL ACCESS AND CIRCULATORY SUPPORT OF THE HEART

31

Patent #: 6585689 Issue Dt: 07/01/2003 Application #: 09658741 Filing Dt: 09/11/2000
Title: AORTIC CATHETER AND METHODS FOR INDUCING CARDIOPLEGIC ARREST AND FOR
SELECTIVE AORTIC PERFUSION

32

Patent #: NONE Issue Dt: Application #: 09825673 Filing Dt: 04/03/2001
Publication #: US20010020160 Pub Dt: 09/06/2001
Title: Methods and devices for occluding a vessel and performing differential perfusion

33

Patent #: 6695864 Issue Dt: 02/24/2004 Application #: 09898302 Filing Dt: 07/03/2001
Publication #: US20020010411 Pub Dt: 01/24/2002
Title: METHOD AND APPARATUS FOR CEREBRAL EMBOLIC PROTECTION

34

Patent #: 6835188 Issue Dt: 12/28/2004 Application #: 09919676 Filing Dt: 07/31/2001
Publication #: US20010047163 Pub Dt: 11/29/2001
Title: AORTIC CATHETER WITH POROUS AORTIC ROOT BALLOON AND METHODS FOR
INDUCING CARDIOPLEGIC ARREST

35

Patent #: 6475176 Issue Dt: 11/05/2002 Application #: 09952093 Filing Dt: 09/11/2001

Publication #: US20020032399 Pub Dt: 03/14/2002

Title: COMBINED DEVICE COMPRISING A VENOUS BLOOD RESERVOIR AND A CARDIOTOMY
RESERVOIR IN AN EXTRACORPOREAL CIRCUIT

36

Patent #: NONE Issue Dt: Application #: 10077172 Filing Dt: 02/15/2002
Publication #: US20030158571 Pub Dt: 08/21/2003
Title: Aortic flow divider for cerebral and coronary embolic protection

37

Patent #: NONE Issue Dt: Application #: 10077173 Filing Dt: 02/15/2002
Publication #: US20030158574 Pub Dt: 08/21/2003
Title: Flow-through aortic flow divider for cerebral and coronary embolic protection

38

Patent #: NONE Issue Dt: Application #: 10102124 Filing Dt: 03/19/2002
Publication #: US20020161351 Pub Dt: 10/31/2002
Title: Method and apparatus for treating acute myocardial infarction with selective hypothermic perfusion

39

Patent #: NONE Issue Dt: Application #: 10108245 Filing Dt: 03/26/2002
Publication #: US20020161394 Pub Dt: 10/31/2002
Title: Aortic filter catheter

40

Patent #: NONE Issue Dt: Application #: 10124606 Filing Dt: 04/16/2002
Publication #: US20020169437 Pub Dt: 11/14/2002
Title: METHOD OF CEREBRAL EMBOLIC PROTECTION EMPLOYING AN AORTIC FLOW
DIVIDER

41

Patent #: NONE Issue Dt: Application #: 10156969 Filing Dt: 05/28/2002
Publication #: US20020143362 Pub Dt: 10/03/2002
Title: Cerebral embolic protection assembly and method of use

42

Patent #: 6695811 Issue Dt: 02/24/2004 Application #: 10267254 Filing Dt: 10/08/2002
Publication #: US20030036728 Pub Dt: 02/20/2003
Title: AORTIC CATHETER WITH POROUS AORTIC ARCH BALLOON
