

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Xuanmin He</td><td>06/28/2011</td></tr><tr><td>John B. Simpson</td><td>06/28/2011</td></tr><tr><td>Michael H. Rosenthal</td><td>07/12/2011</td></tr><tr><td>John F. Black</td><td>06/28/2011</td></tr></tbody></table>		Name	Execution Date	Xuanmin He	06/28/2011	John B. Simpson	06/28/2011	Michael H. Rosenthal	07/12/2011	John F. Black	06/28/2011
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RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>Avinger, Inc.</td></tr><tr><td>Street Address:</td><td>400 Chesapeake Drive</td></tr><tr><td>City:</td><td>Redwood City</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>94063</td></tr></table>		Name:	Avinger, Inc.	Street Address:	400 Chesapeake Drive	City:	Redwood City	State/Country:	CALIFORNIA	Postal Code:	94063
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PROPERTY NUMBERS Total: 1											
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>12963536</td></tr></tbody></table>		Property Type	Number	Application Number:	12963536						
Property Type	Number										
Application Number:	12963536										
CORRESPONDENCE DATA											
Fax Number: (650)212-7562											
Phone: (650) 212-1700											
Email: info@shayglenn.com											
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>											
Correspondent Name: Shay Glenn LLP											
Address Line 1: 2755 Campus Drive, Suite 210											
Address Line 4: San Mateo, CALIFORNIA 94403											
ATTORNEY DOCKET NUMBER:	11041-710.200										
NAME OF SUBMITTER:	Mary Buggie										
Total Attachments: 7											

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RECORDATION FORM COVER SHEET
PATENTS ONLYU.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.

1. Name of conveying party(ies):

- (1) Xuanmin He
(2) John B. Simpson
(3) Michael H. Rosenthal
(4) John F. Black

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: **Avinger, Inc.**
400 Chesapeake Drive
Redwood City, CA 94063

3. Nature of Conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Name and address of receiving party(ies):

Name:

Street Address:

City: State:

Zip:

Country:

Additional name(s) & address(es) attached?

☐ Yes ☒ No

EXECUTION DATE(S): (1) 06/28/2011,
(2) 06/28/2011, (3) 7/12/2011, (4) 06/28/2011

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:

A. Patent Application No.(s) – **12/963,536**

B. Patent No.(s)

Title: **DEVICES AND METHODS FOR PREDICTING**
AND PREVENTING RESTENOSIS

Additional numbers attached?

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Richard D. Shoop
Shay Glenn LLP
2755 Campus Drive, Suite 210
San Mateo, CA 94403

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- ☐ A check is enclosed that includes the total fee.
☒ Charge the \$40 fee to **Deposit Account 50-4050.**

DO NOT USE THIS SPACE

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.

Richard D. Shoop, Reg. No. 45,763

Name of Person Signing

Signature

November 30, 2011

Date

Total number of pages including cover sheet, attachments, and documents: 7

ASSIGNMENT OF PATENT APPLICATION**Docket Number: 11041-710.200**

This Assignment of Patent Application is between: Xuanmin He of Sunnyvale, CA; John B. Simpson of Woodside, CA; Michael H. Rosenthal of San Carlos, CA; and John F. Black of San Mateo, CA, (hereinafter referred to as "Inventor") and Avinger, Inc., a corporation of the State of Delaware, having a place of business at 400 Chesapeake Drive, Redwood City, CA, 94063, (hereinafter termed "Assignee").

WHEREAS Inventor has invented certain new and useful improvements in:

"DEVICES AND METHODS FOR PREDICTING AND PREVENTING RESTENOSIS"

for which an application for the United States Patent was filed on December 8, 2010, Application No. 12/963,536.

WHEREAS, Assignee is desirous of acquiring 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 Inventor (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.

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

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (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 Inventor 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 Inventor shall include 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 Inventor in providing such cooperation shall be paid for by said Assignee.

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 Inventor, his heirs, legal representatives and assigns.

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

ASSIGNMENT OF PATENT APPLICATION**Docket Number: 11041-710.200**

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

June 28, 2011
DateJune 28, 2011
Date_____
Date_____
DateXuanmin He
Xuanmin HeJohn B. Simpson
John B. Simpson_____
Michael H. Rosenthal_____
John F. Black

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ASSIGNMENT OF PATENT APPLICATION**Docket Number: 11041-710.200**

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

Date

Xuanmin He

Date

John B. Simpson

Date

July 12, 2011

Michael H. Rosenthal

Date

John F. Black

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Date

Xuanmin He

Date

John B. Simpson

Date

Michael H. Rosenthal

Date

6/28/11

John F. Black

