

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Imaging Therapeutics, Inc.	06/16/2004
RECEIVING PARTY DATA	
Name:	ConforMIS, Inc.
Street Address:	1720 South Amphlett Blvd.
Internal Address:	Suite 240
City:	San Mateo
State/Country:	CALIFORNIA
Postal Code:	94402
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13345843
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ATTORNEY DOCKET NUMBER:	2960/A64
NAME OF SUBMITTER:	Alexander J. Smolenski, Jr.
Total Attachments: 3 source=ram2960_185_Assignment_ImagingtoConforMIS#page1.tif source=ram2960_185_Assignment_ImagingtoConforMIS#page2.tif source=ram2960_185_Assignment_ImagingtoConforMIS#page3.tif	

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ASSIGNMENT OF PATENTS

This Assignment of Patents, effective as of June 16, 2004, is made by and between **IMAGING THERAPEUTICS, INC.**, a California corporation ("*Assignor*") and **CONFORMIS, INC.**, a Delaware corporation ("*Assignee*"), the address of which is 1720 South Amphlett Blvd., Suite 240, San Mateo, California 94402.

WHEREAS, Assignor has all right title and interest and related know-how and trade secrets thereto to the United States patents and United States patent applications listed in the List of Patents and Applications attached hereto as Schedule A and the corresponding foreign patent applications, all relating to the transferred business (hereinafter "*Intellectual Property*"); and

WHEREAS, Assignee desires to acquire from the Assignor the entire right, title and interest in and to the Intellectual Property including patents and patent applications and any Letters Patent that may be granted for the patent applications in the United States and throughout the world and the related know-how and trade secrets thereto.

NOW, THEREFORE, in exchange for the payment of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, the entire right, title and interest in the Intellectual Property including patents and patent applications set forth in the attached List of Patents and Applications attached hereto as Schedule A and any Letters Patents that may be granted for the patent applications in the United States and the corresponding foreign patents and applications throughout the world, including the right to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties or otherwise and related know-how and trade secrets thereto.

Further, Assignor agrees that, upon request and without further compensation, but at no expense to Assignor, the assignee and its legal representatives will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing Letters Patent in the United States and throughout the world for said Intellectual Property, and for perfecting, recording or maintaining the title of Assignee, and its successors and assignees, to the interest assigned herein to the patents and patent applications and any Letters Patents granted for the patent applications in the United States and throughout the world.

Assignor represents and warrants that it has not granted and will not grant to others any rights inconsistent with the assignment herein.

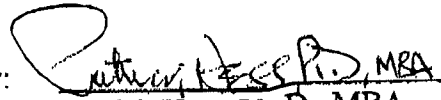
Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Letters Patents granted for said inventions, whether on said applications or on any subsequently filed division, continuation, continuation-in-part or reissue applications, to Assignee, its successors and assigns, as the assignee of the entire interest in said invention.

This Assignment of Patents is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

IN WITNESS WHEREOF, the Assignor has executed this Assignment of Patents as of the date written above.

IMAGING THERAPEUTICS, INC.

By:


Patrick Hess, Ph.D., MBA
President

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

Patents:

NONE.

Patent Applications:

1.	Methods and Compositions for Articular Resurfacing US: Serial No. 10/160,667 filed 5/28/2002. AU: Serial No. 2002310193 filed 5/28/2002. CA: Serial No. 2.425.565 filed 5/28/2002. CN: Serial No. 01817203.2 filed 5/28/2002. EP: Serial No. 02737254.9 filed 5/28/2002. HK: Serial No. 03105777.5 filed 5/28/2002. JP: Serial No. 2002-592788 filed 5/28/2002.
2.	Methods and Compositions for Articular Repair US: Serial No. 10/305,652 filed 11/27/2002
3.	Patient Selectable Joint Arthroplasty Devices and Surgical Tools US: Serial No. 10/724,010 filed 11/25/2003 PCT: Serial No. PCT/US03/38158 filed 11/25/2003. TW: Serial No. 92133191 filed 11/26/2003.
4.	Patient Selectable Joint Knee Arthroplasty Devices and Kits US: Serial No. 10/752,438 filed 1/5/2004.
5.	Minimally Invasive Joint Implant with 3-Dimensional Geometry Matching the Articular Surface US: Serial No. 10/681,749 filed 10/7/2003 US: Serial No. 10/681,750 filed 10/7/2003 PCT: Serial No. PCT/US03/32123 filed 10/7/2003. TW: Serial No. 92127826 filed 10/7/2003.
6.	Methods for Determining Meniscal Size and Shape and for Devising Treatment US: Serial No. 10/704,208 filed 11/7/2003 US: Serial No. 10/704,325 filed 11/7/2003 PCT: Serial No. PCT/US03/36079 filed 11/7/2003.
7.	Fusion of Multiple Imaging Planes for Isotropic Imaging in MRI and Quantitative Image Analysis Using Isotropic or Near-Isotropic Imaging US: Serial No. 10/728,731 filed 12/04/2003 . PCT: Serial No. PCT/US03/38682 filed 12/04/2003.