

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
APAXIS MEDICAL, INC.	07/05/2011
RECEIVING PARTY DATA	
Name:	TEXAS HEART INSTITUTE
Street Address:	6770 Bertner Avenue
Internal Address:	Suite 3SS, MC2-114A
City:	Houston
State/Country:	TEXAS
Postal Code:	77030
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7717844
Patent Number:	7744527
Patent Number:	7931581
CORRESPONDENCE DATA	
Fax Number:	(713)238-8008
Phone:	7132388000
Email:	jringer@conleyrose.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:	CONLEY ROSE, P.C./Jonathan M. Harris
Address Line 1:	PO Box 3267
Address Line 4:	Houston, TEXAS 77253-3267
ATTORNEY DOCKET NUMBER:	2466-00000
NAME OF SUBMITTER:	Jonathan M. Harris

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Total Attachments: 5

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ASSIGNMENT

THIS ASSIGNMENT AGREEMENT, is made by and between **APAXIS MEDICAL, INC.**, a Texas corporation, having its principal place of business at **3900 ESSEX LANE, SUITE 250, HOUSTON, TEXAS 77027** (hereinafter referred to as "Assignor"), and **TEXAS HEART INSTITUTE**, a Texas corporation also having its principal place of business at **6770 BERTNER AVENUE, SUITE 3SS, MC2-114A, HOUSTON, TEXAS 77030** (hereinafter referred to as "Assignee").

WHEREAS, Assignor has developed and/or is the owner of certain Patents and Patent Applications listed below, which it desires to assign to Assignee; and

WHEREAS, Assignor desires to convey to and assign to Assignee the Patents and Patent Applications it currently owns.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, assigns, conveys and transfers to Assignee, and its successors in interest, the entire rights, title and interest in and to (1) the following Patents and Patent Applications:

Country	Application/Patent No.	Assignor	Attorney Docket No.
US	11/770,254/7,717,844	Apaxis Medical Inc.	1441-03801
US	11/770,272/7,744,527	Apaxis Medical Inc.	1441-03802
US	11/770,288/7,931,581	Apaxis Medical Inc.	1441-03803
PCT	PCT/US07/072759	Apaxis Medical Inc.	1441-03804
CA	2,657,008	Apaxis Medical Inc.	1441-03805
EPO	07799289.9	Apaxis Medical Inc.	1441-03806
AU	2007269104	Apaxis Medical Inc.	1441-03808

(2) all existing U.S. and foreign patents that issue from or claim priority to the above-listed Patents and Patent Applications; and (3) any and all extensions, divisionals, substitutions, continuations, continuations-in-part, reissues and reexaminations of such patents and patent applications;

AND, further, when requested by Assignee, Assignor agrees to cooperate in the generation, execution and filing of any supporting documentation necessary to identify and record title in the transferred intellectual property;

AND, for the same consideration, Assignor assigns, transfers and conveys to Assignee and its successors in interest all claims, demands, and causes of action, both at law and in equity, that Assignor may have or subsequently acquire, arising from infringement or misappropriation of patents that issue from or claim priority to the Patent Applications prior to the date of this Agreement, and further Assignor transfers and assigns to Assignee and its successors in interest the right to sue and collect for all such past and future acts of infringement and misappropriation, without recompense to Assignor;

AND, Assignor warrants that it has good and valid title to the intellectual property transferred herein, and shall, upon request by Assignee, execute all papers, make all oaths, testify on behalf of Assignee, provide such other material, information, and assistance as Assignee may request, and perform all other lawful acts necessary to effect the transfer of the rights enumerated in this Agreement, at Assignee's expense;

This Assignment Agreement shall be governed by and construed in accordance with the law of the State of Texas, United States of America, without regard to the conflict of laws principles thereof. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the Texas State and federal courts, and the parties consent to the personal and exclusive jurisdiction and venue of these courts. This Assignment Agreement constitutes the entire understanding of the parties as to the subject matter hereof and supercedes and replaces all prior contemporaneous agreements, written or oral, regarding such subject matter. There are no promises, covenants, or undertakings other than those set forth herein.

IN WITNESS THEREOF, the undersigned, being duly authorized and acting on behalf of the parties, does hereby execute this Agreement to be effective as of the date below.

APAXIS MEDICAL, INC.

TEXAS HEART INSTITUTE

By: 

John Osborne
Chief Executive Officer

By: 

Marc C. Mattson *Mattson*
Chief Executive Officer

DATE: 7/5/11

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned notary public, on this day personally appeared John Osborne, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of their respective corporation, and that they have executed this instrument as the act of such corporation for the purpose and consideration herein expressed, and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27th day of July, 2011.



8-28-13

Serena H. Miggins
Notary Public in and for
the State of T E X A S

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned notary public, on this day personally appeared Marc C. ~~Mattson~~ *Mattson* known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of their respective corporation, and that they have executed this instrument as the act of such corporation for the purpose and consideration herein expressed, and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of September, 2011.

[SEAL]

My Commission Expires:

3/3/2012

Maureen Solis
Notary Public in and for
the State of TEXAS

