

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Kendall Rand Waters	06/28/2007
RECEIVING PARTY DATA	
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13430978
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ATTORNEY DOCKET NUMBER:	44755.899 / 01-0105-US1
NAME OF SUBMITTER:	Gregory P. Webb
Total Attachments: 2 source=44755-899-Assignment#page1.tif source=44755-899-Assignment#page2.tif	

OP \$40.00 13430978

**PATENT**  
Attorney Docket No. 258644  
Client Reference No. 8003(2)

Leydig, Voit & Mayer, Ltd.  
Two Prudential Plaza, Suite 4900  
180 North Stetson Avenue  
Chicago, Illinois 60601-6731

## **ASSIGNMENT**

WHEREAS, I, Kendall Rand Waters, of 1257 Warren Road, Lakewood, OH 44107, have invented and own a certain invention entitled:

### **SYSTEM AND METHOD FOR CHARACTERIZING TISSUE BASED UPON SPLIT SPECTRUM ANALYSIS OF BACKSCATTERED ULTRASOUND**

for which invention I have executed an application (provisional or non-provisional) for a U.S. patent, which was filed on June 25, 2007, under U.S. Application No. 11/767,807, and

WHEREAS, Volcano Corporation, of 2870 Kilgore Road, Rancho, Cordova, California 95670, hereinafter referred to as Assignee, is desirous of acquiring the entire domestic and foreign right, title, and interest in and under the invention described in the patent application.

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, I assign and transfer to the Assignee and the Assignee's legal representatives, successors and assigns the full and exclusive rights in and to the invention in the U.S. and every foreign country and the entire right, title, and interest in and to the patent application and other such applications (e.g., provisional applications, non-provisional applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, National phase applications, including petty patent applications, and utility model applications) that may be filed in the United States and every foreign country on the invention, and the patents, extensions, or derivations thereof, both foreign and domestic, that may issue thereon, and I do hereby authorize and request the Commissioner of Patents to issue U.S. patents to the above-mentioned Assignee agreeably with the terms of this assignment document.

I HEREBY AUTHORIZE the Assignee to insert in this assignment document the filing date and application number of the application if the date and number are unavailable at the time this document is executed.

UPON SAID CONSIDERATION, I convey to the Assignee the right to make application in its own behalf for protection of the invention in the U.S. and countries foreign to the U.S. and to claim under the Patent Cooperation Treaty, the International Convention and/or other international arrangement for any such application the date of the U.S. application (or any other application on the invention) to gain priority with respect to other applications.

I DO HEREBY COVENANT and agree with the Assignee that I will not execute any writing or do any act whatsoever conflicting with the terms of this assignment document set forth herein, and that I will at any time upon request, without further or additional consideration, but at the expense of the Assignee, execute such additional assignments and other writings and do such additional acts as the Assignee may deem necessary or desirable

In re Appln. of Waters  
Attorney Docket No. 258644

to perfect the Assignee's enjoyment of this assignment, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, reissued, reexamined, and National phase patents of the U.S. or of any and all foreign countries on the invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, and by executing statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of all parties hereto.

IN WITNESS WHEREOF, I have hereunder set my hand this 28<sup>th</sup> day of June, 2007.

Kendall Rand Waters  
Kendall Rand Waters

STATE OF Ohio )  
COUNTY OF Cuyahoga )

On this 28<sup>th</sup> day of June, 2007, before me, a Notary Public in and for said county, appeared Kendall Rand Waters, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he/she signed and delivered the document as his/her free and voluntary act for the uses and purposes therein set forth.

Isabelita Delgado Dembie  
Notary Public

{SEAL}

My Commission Expires: October 14, 2008

ISABELITA DELGADO-DEMBIE  
Notary Public, State of Ohio  
My Commission Expires Oct. 14, 2008