

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Erhan H. Gunday	04/29/2011
RECEIVING PARTY DATA	
Name:	Sanovas, Inc.
Street Address:	30 Liberty Ship Way
City:	Sausalito
State/Country:	CALIFORNIA
Postal Code:	94965
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13715654
CORRESPONDENCE DATA	
Fax Number:	2033271096
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	203-324-6155
Email:	ccobb@ssjr.com
Correspondent Name:	David W. Aldrich
Address Line 1:	986 Bedford Street
Address Line 2:	St. Onge Steward Johnston & Reens LLC
Address Line 4:	Stamford, CONNECTICUT 06905
ATTORNEY DOCKET NUMBER:	04530-P0013C
NAME OF SUBMITTER:	David W. Aldrich
Total Attachments: 8 source=04530-P0013C - Assignment to Sanovas, Inc. (Gunday)#page1.tif source=04530-P0013C - Assignment to Sanovas, Inc. (Gunday)#page2.tif source=04530-P0013C - Assignment to Sanovas, Inc. (Gunday)#page3.tif source=04530-P0013C - Assignment to Sanovas, Inc. (Gunday)#page4.tif source=04530-P0013C - Assignment to Sanovas, Inc. (Gunday)#page5.tif source=04530-P0013C - Assignment to Sanovas, Inc. (Gunday)#page6.tif source=04530-P0013C - Assignment to Sanovas, Inc. (Gunday)#page7.tif source=04530-P0013C - Assignment to Sanovas, Inc. (Gunday)#page8.tif	

OP \$40.00 13715654

INVENTION ASSIGNMENT AGREEMENT [ES MEDICAL]

Effective as of May 24, 2011 ("Effective Date"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ES MEDICAL LLC, a Nevada limited liability company, and ERHAN H. GUNDAY ("Gunday"), jointly and severally (collectively "ES") hereby agree to and hereby irrevocably do assign and transfer and convey to SANOVAS, INC., a Nevada corporation (the "Company"), and its successors and assigns, all right, title and interest throughout the universe in and to (i) each and all inventions, ideas, concepts, discoveries, developmental or experimental work, confidential or proprietary information, technical information, know-how, research, designs, trade secrets, plans, specifications, structures, functions, products, prototypes, processes, methods, computer codes, formulas, algorithms, drawings, schematics, technologies, systems, applications, programs, developments, original works of authorship, data, databases, files, documentation, materials and/or other work product conceived or invented or created or developed or made or reduced to practice or authored by either or both of ES and whether alone or with others at any time on or before the Effective Date, in any form or stage of development and whether or not subject to patent or copyright or other protection, and any and all improvements, enhancements, adaptations, modifications, new versions or previous versions and/or derivative works thereof, which are in the field of or related to Tubular Anatomy (collectively "Inventions"), and (ii) each and all patents and patents pending, patent applications, copyrights, Moral Rights, trademarks, service marks, trade dress, trade secret rights, design rights, industrial rights, proprietary information rights, contract rights, goodwill, and/or any and all other intellectual property rights or proprietary or intangible rights or claims of any kind or nature in or to any of the Inventions (collectively "Rights"), including without limitation each and all of the patents, patent applications, trademark applications and other Rights as further described in Exhibit 1 attached hereto and made a part hereof (with the Inventions, collectively "Inventions and Rights"), whether such Inventions and/or Rights are individually or jointly held, and including but not limited to the Resector Balloon System and implementing technologies and methods to the extent not previously assigned to the Company (all of the foregoing collectively, the "Work Product"). For these purposes "Tubular Anatomy" shall be collectively defined as flexible airways, vessels and cavities that enable fluid transmission within the mammalian body, including but not limited to airways of the nose, throat and lungs, and the vessels of the vasculature, digestive tract, excretory tract and reproductive system.

ES shall execute such additional written assignments and other instruments or documents and do other such acts as may be necessary or useful in the opinion of the Company to obtain patents, register copyrights or trademarks or otherwise confirm or enforce the Company's rights and interest in and to the Work Product (and ES hereby irrevocably appoints the Company and any of its officers as the attorney in fact of ES to undertake such acts in the name of either or both of ES).

This Invention Assignment Agreement ("Assignment") is being provided to the Company by ES as consideration for the purchase of 2,800,000 shares of the Series CP Stock of the Company as of the Effective Date. This is an assignment and transfer and conveyance (collectively "assignment" or "assign") of all rights, title and interest in and to the Work Product and not intended as a mere license, and ES is not retaining any right, title or interest in or to any of the Work Product.

This assignment and transfer and conveyance to the Company of the Work Product includes each and all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any and all other rights throughout the universe that may be known as or referred to as "moral rights," "artist's rights," "droit moral" or the like (collectively "Moral Rights").

To the extent, if any, that ES may be deemed to retain any right, title or interest (collectively "rights") in or to any of the Work Product notwithstanding the foregoing, ES hereby (a) unconditionally and irrevocably waives and agrees not to assert the enforcement of such rights, and all claims and causes of action of any kind against the Company or its successors or assigns or licensees with respect to such rights; (b) agrees, at the Company's request and expense, to consent to and join in any action to enforce such rights against others; and (c) hereby irrevocably grants to the Company and its successors and assigns a perpetual, exclusive, fully paid-up, transferable, assignable, sublicensable (through multiple levels of sublicensees), right and license throughout the universe to use, copy, reproduce, distribute, display, publish and/or perform (whether publicly or otherwise), prepare derivative works from, modify, adapt, enhance, improve, make, have made, sell, offer to sell, import and/or otherwise exploit (and have others exercise such rights on behalf of the Company or its successors or assigns) all or any portion of the Work Product, in any form or media or means whether now or hereafter known or devised or developed, with such grant being made in each case as of the time thereof on a continuous basis ("License"). Without limitation the foregoing License includes the right to make any and all modifications or enhancements or adaptations or improvements and/or derivative works (collectively "improvements" and "improved") in or to or from all or any portion of the Work Product, regardless of the form or medium or

means (now or hereafter known) into which the Work Product may be improved and regardless of the effect of such improvements on the integrity of the Work Product, and to identify ES, or not to identify ES, as one or more authors of or contributors to the Work Product or any portion thereof, whether or not the Work Product or any portion thereof have been improved. ES further waives and disclaims any and all Moral Rights and/or other rights with respect to attribution of authorship and/or integrity of the Work Product that ES may have under any applicable law, whether under copyright, trademark, unfair competition, defamation, right of privacy, contract, tort or other legal or equitable theory.

In the event that ES hereafter acquires, by agreement, operation of law or otherwise, ownership or other additional or greater interest or rights in any of the Work Product than that assigned or licensed hereunder ("later-acquired rights"), such later-acquired rights shall automatically be subject to this Assignment such that such rights are hereby assigned and licensed to the Company hereunder as if ES had possessed them on the Effective Date hereof; and ES hereby irrevocably appoints the Company and any of its officers as the attorney in fact of ES to undertake any acts in the name of one or more of ES as necessary or advisable in connection therewith.

ES represents and warrants that there are not excluded from this Assignment any Inventions and Rights that concern or relate to or are required for the development or implementation of any of the Work Product. ES further represents and warrants to the Company that (i) either the Company or ES is the lawful owner of all right, title and interest in and to each of the Work Product; (ii) the Work Product is the original work of ES, and to the best of the knowledge of ES none of the Work Product infringes or misappropriates or violates any intellectual property rights or trade secrets of any third party, (iii) ES has the unrestricted right to assign and grant the rights and licenses under this Assignment free and clear of any encumbrances, liens, registrations or claims of any nature; (iv) such rights and licenses are hereby being assigned and granted free and clear of any encumbrances, liens, registrations or claims of any nature, and (v) Gunday has the full right and power and authority to enter into and consummate and discharge all of the within transactions and obligations, on behalf of himself and his spouse, whether as community or marital property or otherwise.

This Assignment and any disputes or claims arising out of or relating to this Assignment shall be governed by and construed under California law without reference to conflicts of law principles. Any and all claims or actions arising out of or relating to this Assignment shall be brought exclusively in the federal or state courts located in the County of San Francisco, California, with enforcement of any judgment or order in any relevant jurisdiction; and each of the parties

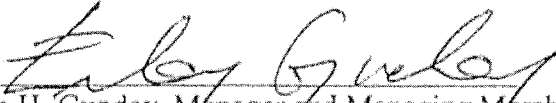
consents and waives all objections to jurisdiction and venue in such courts. This is the sole agreement between the parties relating to the subject matter hereof and shall supersede all prior or other current understandings or discussions or agreements between the parties relating to the subject matter hereof; provided however that for the avoidance of doubt this Assignment is not intended to and shall not supersede or affect any of (i) that certain Contribution and Subscription Agreement between the Company and ES dated December 31, 2010 and retroactively effective as of May 18, 2010, as amended, including but not limited to the assignment of intellectual property to the Company set forth in Exhibit A to that agreement; (ii) that certain Sanovas Inc. Employee Proprietary Information and Invention Agreement between the Company and Gunday dated as of April 29, 2011; (iii) any employment agreement between the Company and Gunday; (iv) that Shareholders Agreement between the Company, ES and the other major stockholder of the Company dated December 31, 2010; (v) that certain Series CP Stock Purchase Agreement between ES Medical LLC and the Company dated as of April 29, 2011; or (vi) that certain Consulting & Joint Venture Agreement dated as of October 1, 2004, by and between Halo Management Group and Red Delicious, which is being assigned to the Company simultaneously with this Assignment, all of which are intended to subsist and remain in full force and effect in accordance with their terms and conditions; provided further however that in the event of any conflict between this Assignment and any such other agreements or documents, the provisions of this Assignment shall control, it being the intent of the parties to maximize the assignment and license of the Work Product to the Company hereunder. No amendment or waiver of this Assignment is effective unless signed by all of the parties. This Assignment is perpetual and this Assignment and any claims hereunder shall survive termination or expiration of the term of any employment or engagement or other agreement with the Company. When the context requires, the plural shall include the singular and the singular the plural; and any gender shall include any other gender. ES shall have no right or power to assign or transfer or delegate this Assignment or any rights or obligations of ES hereunder other than to the Company or its successor in interest or assign, and any purported assignment or transfer or delegation to any other person or entity shall be null and void. ES acknowledges and agrees that the Company has the right and power to assign or transfer or delegate this Assignment or any rights or obligations hereunder in its sole discretion, and without limiting the foregoing, it is acknowledged and agreed that the Company intends to reincorporate in Delaware and that any reference herein to the "Company" shall include any successor Delaware corporation. If any provision of this Assignment shall be held by a court or arbitrator of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the fullest extent permitted by law, and the remainder of this Assignment shall remain in full force

and effect. Subject to the foregoing restrictions on assignment, ES agrees that this Assignment shall be binding on each and both of ES and their respective affiliates, managers, members, officers, employees, agents, representatives, spouses, heirs, devisees, successors and assigns.


[Signature Page to Follow]

Dated: As of the Effective Date set forth above.

ES Medical LLC

By: 
Erhan H. Gunday, Manager and Managing Member
Date Signed: April 29, 2011

Erhan H. Gunday


Erhan H. Gunday, individually
Date Signed: April 29, 2011

ACCEPTED:

SANOVAS, INC., a Nevada corporation

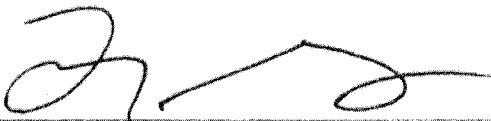
By: 
Lawrence J. Gerrans, President
Date Signed: April 29, 2011

EXHIBIT 1

Patents; Patent Applications; Trademarks

Each and all federal, state, foreign, statutory and common law intellectual property rights and proprietary rights and all other intangible rights therein; each and all domestic and foreign patent and other intellectual property applications and registrations therefor (and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and each and all other rights, title and/or interest arising out of, in connection with or in relation to any of the Work Product or any part thereof, including but not limited to each and all patents pending and patent applications and each and all trademarks and trademark applications on file with the United States Patent and Trademark Office or other regulatory or governmental agencies or bodies in any jurisdiction, further including but not limited to each and all of the following:

Resector Balloon System	Patent	12/269,495
Abrading Balloon Catheter for Extravasated Drug Delivery	Patent	13/037,826
Multi-Balloon Catheter for Extravasated Drug Delivery	Patent	13,042,901
Pressure/Vacuum Actuated Catheter Drug Delivery Probe	Patent	61/329,021
Pressure/Vacuum Actuated Catheter Drug Delivery Probe	Patent	11305508.1
Pressure/Vacuum Actuated Catheter Drug Delivery Probe	Patent	12/912,499
Pressure/Vacuum Actuated Catheter Forceps	Patent	61/328,969
Pressure/Vacuum Actuated Catheter Forceps	Patent	11305507.3
Pressure/Vacuum Actuated Catheter Forceps	Patent	13/096,388
Resector Balloon System	Patent	PCT/US2010/034689
Steerable Catheter	Patent	13/037,874
Anchored Guidewire	Patent	12/906,736
Nested Balloon Catheter for Localized Drug Delivery	Patent	13/037,856
Balloon Catheter for Launching Drug Delivery Device	Patent	61/473,507
Balloon Catheter with Drug Delivery Probe	Patent	61/473,519

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PATENT
REEL: 029844 FRAME: 0949

Adjustable Balloon Catheter For Extravasated Drug Delivery	Patent	61/473,460
Balloon Catheter Mesh	Patent	13/107,426
Anatomical Visualization With Electrically Conductive Balloon	Patent	61/472,950
Treatment of Hypoxic Tumors With Localized Oxygenation	Patent	61/473,481
Biofeedback Controlled Deformation of Sinus Ostia	Patent	61/473,448
SANOVAS	Trademark	85/039,936
SANOVAS	Trademark	2055337
SANOVAS	Trademark	1058865
SANOVAS	Trademark	1058865
SANOVAS	Trademark	1058865
SANOVAS	Trademark	1058865
SANOVAS	Trademark	1058865
SANOVAS	Trademark	1058865
PHYSIOSENSE	Trademark	85/039,949
PHYSIOSENSE	Trademark	2055336
PHYSIOSENSE	Trademark	1058861
PHYSIOSENSE	Trademark	1058861
PHYSIOSENSE	Trademark	1058861
PHYSIOSENSE	Trademark	1058861
PHYSIOSENSE	Trademark	1058861
PHYSIOSENSE	Trademark	1058861
CLEAR VESSEL TECHNOLOGY	Trademark	85/300,723

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