

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
UPSTREAM PERIPHERAL TECHNOLOGIES, LTD.	01/07/2013
RECEIVING PARTY DATA	
Name:	THE SPECTRANETICS CORPORATION
Street Address:	9965 Federal Drive
City:	Colorado Springs
State/Country:	COLORADO
Postal Code:	80921
PROPERTY NUMBERS Total: 11	
Property Type	Number
Application Number:	13390140
Application Number:	13390143
Application Number:	13390146
Application Number:	61516906
Application Number:	61571856
Application Number:	61575160
Application Number:	61573935
Application Number:	61626183
PCT Number:	US2011064300
PCT Number:	US2011064301
PCT Number:	US2011064302
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3038639700

CH \$440.00 13390140

Email:	tlennox-gentle@sheridanross.com
Correspondent Name:	Sheridan Ross P.C.
Address Line 1:	1560 Broadway, #1200
Address Line 4:	Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	6593-192
-------------------------	----------

NAME OF SUBMITTER:	Thaine Lennox-Gentle
--------------------	----------------------

Total Attachments: 4

source=Assignment#page1.tif

source=Assignment#page2.tif

source=Assignment#page3.tif

source=Assignment#page4.tif

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("**Assignment**") is made and entered into this 7th day of January, 2013 ("**Effective Date**"), by UPSTREAM PERIPHERAL TECHNOLOGIES, LTD., a company existing under the laws of the State of Israel ("**Upstream**" or "**Seller**"), for the benefit of THE SPECTRANETICS CORPORATION, a Delaware corporation and its assigns ("**Buyer**"). Any capitalized terms used but not otherwise defined herein have the meanings given them in the Purchase Agreement (as defined below).

RECITALS

A. Seller is the owner of certain United States and foreign issued patents and pending patent applications, trademarks, trade names, logos, copyrights, intellectual property rights and domain names.

B. Under the terms of the Asset Purchase Agreement, by and among Buyer, Seller, and the other parties named therein, of even date herewith (the "**Purchase Agreement**"), Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and have agreed to execute and deliver this Assignment.

AGREEMENT

NOW, THEREFORE, in exchange for the payment of the purchase price set forth in the Purchase Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Seller agrees as follows:

1. Transfer of Seller Intellectual Property. Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller's right, title and interest in and to the following (the "**Seller Intellectual Property**"): (a) the Seller IP, including, without limitation, the Acquired Technology; (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing (for avoidance of doubt, without derogating from payment due to the Seller under the terms of the Purchase Agreement); and (d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. The Appendix to this Assignment includes all Seller Intellectual Property that, as of the time of execution of the Purchase Agreement, is registered, filed, or issued under the authority of any Governmental Authority including all patents, registered copyrights, registered mask works, and registered trademarks and all applications for any of the foregoing.

2. **Further Assurances.** Seller shall execute and deliver, or cause to be executed and delivered, as reasonably requested by Buyer (or its successors or assigns), without demanding any further consideration therefor, such additional or further transfers, assignments, endorsements, other instruments, information, evidence or facts reasonably requested by Buyer or its counsel that are known or available to Seller (or their respective successor or assigns) relating to the Seller Intellectual Property, as Buyer, in its reasonable discretion, deems advisable or necessary in order to fully vest all rights herein transferred to Buyer in Buyer, and will testify as to the same in any interference or other litigation or legal proceeding when requested to do so.

3. **Authorization.** Seller hereby authorizes the United States Patent and Trademark Office, United States Copyright Office, and any similar foreign or domestic government authority to transfer the Seller Intellectual Property, and any other governmental grants or issuances that may be granted upon any of the Seller Intellectual Property rights, to Buyer as Buyer of the entire right, title and interest therein or otherwise as Buyer may direct, in accordance with this Assignment.

4. **Entire Agreement.** This Assignment, Purchase Agreement, Transaction Documents, and other related documents constitute the entire agreement and supersede all prior agreements between the parties pertaining to the transfer of the Seller Intellectual Property, and are binding upon the parties, their heirs, legal representatives, and successors.

5. **Governing Law.** This Assignment shall be construed in accordance with and governed by the laws of the State of Delaware, without respect to conflicts of law principles.

6. **Subject to Purchase Agreement.** The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Seller Intellectual Property are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

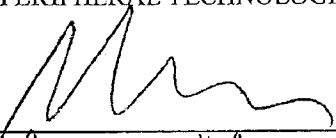
7. **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. Delivery of executed signature pages by facsimile, e-mail or other means of electronic transmission will constitute effective and binding execution and delivery of this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Intellectual Property Assignment has been signed by an officer thereunto duly authorized by the undersigned, as of the date first above written.

SELLER:

UPSTREAM PERIPHERAL TECHNOLOGIES,
LTD.

By: 
Name: Ronen SACHER
Title: CEO

Appendix

Attorney Reference No.	Jurisdiction	Application Number	Filing Date	Status
USC-PCT 2123	PCT	PCT/US2011/64300	12 December 2011	Pending
NH PCT 2124	PCT	PCT/US2011/064301	12 December 2011	Pending
GR PCT 2125	PCT	PCT/US2011/064302	12 December 2011	Pending
UPS-US 2123	United States	13/390,140	13 February 2012	Pending
UPS-US 2124	United States	13/390,143	13 February 2012	Pending
UPS-US 2125	United States	13/390,146	13 February 2012	Pending
NA	United States	61/516,906	11 April 2011	N/A
NA	United States	61/571,856	7 July 2011	N/A
NA	United States	61/575,160	17 August 2011	N/A
NA	United States	61/573,935	15 September 2011	N/A
NA	United States	61/626,183	22 September 2011	N/A