

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME
CONVEYING PARTY DATA	
Name	Execution Date
Novasys Medical, Inc.	01/24/2013
RECEIVING PARTY DATA	
Name:	Verathon, Inc.
Street Address:	20001 North Creek Parkway
City:	Bothell
State/Country:	WASHINGTON
Postal Code:	98011
PROPERTY NUMBERS Total: 13	
Property Type	Number
Application Number:	12494871
Application Number:	13443713
Application Number:	11207677
Application Number:	13717289
Patent Number:	7326235
Patent Number:	6463331
Patent Number:	7722338
Patent Number:	8177781
Patent Number:	6470219
Patent Number:	7291129
Patent Number:	7306591
Patent Number:	6692490
Patent Number:	8353908
CORRESPONDENCE DATA	

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Correspondent Name: Shay Glenn LLP

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Address Line 4: San Mateo, CALIFORNIA 94403

ATTORNEY DOCKET NUMBER:

10838 ET AL.

NAME OF SUBMITTER:

Jennifer Capizzi

Signature:

/Richard D. Shoop, Reg. No. 45,763/

Date:

04/12/2013

Total Attachments: 12

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RECORDATION FORM COVER SHEET
PATENTS ONLY

PATENT AND TRADEMARK OFFICE

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

<p>1. Name of conveying party(ies):</p> <p>(1) Novasys Medical, Inc.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Verathon, Inc. 20001 North Creek Parkway Bothell, WA 98011</p>
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<p>3. Nature of Conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input checked="" type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other</p> <p>EXECUTION DATE: 01/24/2013</p>	<p>Name and address of receiving party(ies):</p> <p>Name:</p> <p>Street Address:</p> <p>City: State: Zip:</p> <p>Country:</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

<p>A. Patent Application No.(s) – 12/494,871</p> <p>Title: METHODS AND DEVICES FOR TREATING URINARY INCONTINENCE</p> <p>Attorney No.: 10838-700.500</p>	<p>B. Patent No.(s) - 7,326,235</p> <p>Title: TREATMENT OF URINARY INCONTINENCE AND OTHER DISORDERS BY APPLICATION OF ENERGY AND DRUGS</p> <p>Attorney No.: 10838-701.400</p>
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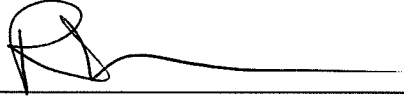
Additional numbers attached? ☒ Yes ☐ No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Richard D. Shoop Shay Glenn LLP 2755 Campus Drive, Suite 210 San Mateo, CA 94403</p>	<p>6. Total number of applications and patents involved: <u>13</u></p>
<p>7. Total fee (37 CFR 3.41): \$520.00</p> <p><input type="checkbox"/> A check is enclosed that includes the total fee.</p> <p><input checked="" type="checkbox"/> Charge the \$40 fee to Deposit Account 50-4050.</p>	

DO NOT USE THIS SPACE

8. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Richard D. Shoop, Reg. No. 45,763  April 12, 2013

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: **12**

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TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A.

Patent Application No.(s) – **13/443,713**

Title: **APPARATUS AND METHODS FOR
TREATING FEMALE URINARY INCONTINENCE**

Attorney No.: **10838-704.301**

Patent Application No.(s) – **11/207,677**

Title: **TREATMENT OF TISSUE IN SPHINCTERS,
SINUSES AND ORIFICES**

Attorney No.: **10838-709.301**

Patent Application No.(s) – **13/717,289**

Title: **TREATMENT OF TISSUE IN SPHINCTERS,
SINUSES AND ORIFICES**

Attorney No.: **10838-708.302**

B.

Patent No.(s) - **6,463,331**

Title: **APPLICATION OF ENERGY AND
SUBSTANCES IN THE TREATMENT OF URO-
GENITAL DISORDERS**

Attorney No.: **10838-702.200**

Patent No.(s) - **7,722,338**

Title: **PERISTALTIC PUMP PROVIDING
SIMPLIFIED LOADING AND IMPROVED TUBING KING
RESISTANCE**

Attorney No.: **10838-703.200**

Patent No.(s) - **8,177,781**

Title: **APPARATUS AND METHODS FOR
TREATING FEMALE URINARY INCONTINENCE**

Attorney No.: **10838-704.300**

Patent No.(s) - **6,470,219**

Title: **APPARATUS AND METHODS FOR
TREATING FEMALE URINARY INCONTINENCE**

Attorney No.: **10838-704.500**

Patent No.(s) - **7,291,129**

Title: **APPARATUS AND METHODS FOR
TREATING FEMALE URINARY INCONTINENCE**

Attorney No.: **10838-704.501**

Patent No.(s) - **7,306,591**

Title: **APPARATUS AND METHODS FOR
TREATING FEMALE URINARY INCONTINENCE**

Attorney No.: **10838-704.502**

Additional numbers attached?



Yes



No

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4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) –

Title:

Attorney No.

Patent No.(s) - **6,692,490**

Title: **TREATMENT OF URINARY
INCONTINENCE AND OTHER DISORDERS BY
APPLICATION OF ENERGY AND DRUGS**

Attorney No.: **10838-701.200**

Patent No.(s) - **8,353,908**

Title: **TREATMENT OF TISSUE IN SPHINCTERS,
SINUSES AND ORIFICES**

Attorney No.: **10838-708.401**

Additional numbers attached?

☐

Yes

☒

No

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT and the schedules attached hereto (this "Assignment"), dated as of January 24, 2013, is made and entered into by and among Novasys Medical, Inc., a Delaware corporation (the "Seller"), and Verathon, Inc., a Washington corporation (the "Purchaser").

WITNESSETH:

WHEREAS, in accordance with the terms of that certain Asset Purchase Agreement dated December 21, 2012 by and among Roper Industries, Inc., Seller and Shareholder Representative Services LLC (the "Purchase Agreement"), that certain Assignment and Assumption Agreement dated December 28, 2012 by and among Roper Industries, Inc. and Purchaser and that certain Bill of Sale dated December 28, 2012 by and among Roper Industries, Inc. and Purchaser, Seller desires to assign all right, title and interest in and to all Seller Intellectual Property (as that term is defined in the Purchase Agreement) to the extent used, held for use or intended to be used in, or arising from, the operation or conduct of the Business (as that term is defined in the Purchase Agreement), except to the extent constituting an Excluded Asset (as that term is defined in the Purchase Agreement), collectively referred to herein as the "Transferred Intellectual Property," and Purchaser desires to acquire Seller's right, title and interest in such Transferred Intellectual Property.

NOW THEREFORE, in consideration of the foregoing, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Seller hereby assigns, transfers, and conveys to the Purchaser, its successors, assigns, and legal representatives, all right, title, and interest in and to all Transferred Intellectual Property, including, without limitation:

(a) all United States of America, international, and foreign patents and patent applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, including, without limitation, all such items identified on Schedule A attached hereto;

(b) all inventions (whether patentable or not), invention disclosures, improvements, mask works, trade secrets, proprietary information, know-how, technology, and technical data, and all documentation relating to any of the foregoing throughout the world;

(c) all computer software and works of authorship (whether copyrightable or not), all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto throughout the world, including, without limitation, all such items identified on Schedule B attached hereto;

(d) all industrial designs and any registrations and applications therefor throughout the world;

(e) all internet uniform resource locators, domain names, trade names, logos, slogans, designs, trade dress, common law trademarks and service marks, and trademark,

service mark and trade dress registrations and applications therefor throughout the world, together with the goodwill of the Business (as that term is defined in the Purchase Agreement) symbolized by any of the foregoing, including, without limitation, all such items identified on Schedule C and Schedule D attached hereto;

(f) all databases and data collections and all rights therein throughout the world;

(g) all moral and economic rights of authors and inventors, however denominated, throughout the world; and

(h) any similar or equivalent rights to any of the foregoing anywhere in the world.

2. Further Assurances. Seller agrees that it will execute and deliver to the Purchaser any documents necessary to complete the timely transfer of the Transferred Intellectual Property to the Purchaser, including any papers for transferring the domain name registrations as required by any domain name registrar. In addition, Seller agrees that it will, at the Purchaser's expense, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing, reissue, and other applications, make all assignments and rightful oaths, and generally do everything possible to aid Purchaser, its successors, assigns, and nominees to obtain and enforce proper protection for the Transferred Intellectual Property in all countries, and asserts that it will not execute any agreements inconsistent therewith.

3. Governing Law. This Assignment will be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without reference to any choice of law rules that would result in the application of the laws of another jurisdiction.

4. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms hereof to produce or account for more than one (1) of such counterparts.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

SELLER:

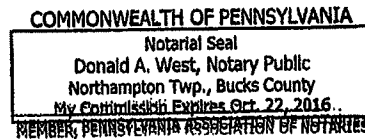
NOVASYS MEDICAL, INC.

By: [Signature]
Name: Scott Cramer
Title: President & CEO

STATE OF PA
COUNTY OF Bucks

On this 25th day of FEBRUARY, 2013, before me, a Notary Public in and for the State and County foresaid, personally appeared Scott Howard Cramer, known by me to be the person above named and an officer of Novasys Medical, Inc., who is duly authorized to execute this Assignment on behalf of Novasys Medical, Inc. and who signed and executed the foregoing instrument on behalf of Novasys Medical, Inc.

Notary Public: [Signature: Donald A. West]
My Commission Expires: 10-22-2016



PURCHASER:

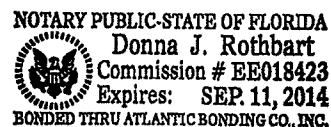
VERATHON, INC.

By: [Signature]
Name: DAVID B. LINER
Title: VICE PRESIDENT & SECRETARY

STATE OF FLORIDA
COUNTY OF SARASOTA

On this 27 day of FEBRUARY, 2013, before me, a Notary Public in and for the State and County foresaid, personally appeared DAVID B. LINER, known by me to be the person above named and an officer of Verathon, Inc., who is duly authorized to execute this Assignment on behalf of Verathon, Inc. and who signed and executed the foregoing instrument on behalf of Verathon, Inc.

Notary Public: [Signature: Donna J. Rothbart]
My Commission Expires: 9/11/2014



Schedule A

Patents and Patent Applications

Country	Application Number	Pub. No.	Patent Number	Status	Title
US	12/494,871	2010-0114087		Published	Methods And Devices For Treating Urinary Incontinence
US	10/769,153	2004-0186468	7,326,235	Issued	Treatment of Urinary Incontinence and Other Disorders by Application of Energy and Drugs
US	09/539,264		6,463,331	Issued	Application Of Energy And Substances In The Treatment Of Uro-Genital Disorders
DE	00926072.0	1087714	1087714	Issued	Apparatus For Application Of Energy And Substances In The Treatment Of Uro-Genital Disorders
EU	08014618.6	2027826		Published	Apparatus For Application Of Energy And Substances In The Treatment Of Uro-Genital Disorders
FR	00926072.0	1087714	1087714	Issued	Apparatus For Application Of Energy And Substances In The Treatment Of Uro-Genital Disorders
GB	00926072.0	1087714	1087714	Issued	Apparatus For Application Of Energy And Substances In The Treatment Of Uro-Genital Disorders
US	11/056,086	2006-0177328	7,722,338	Issued	Peristaltic Pump Providing Simplified Loading And Improved Tubing King Resistance
US	11/431,213	2007-0112340	8,177,781	Issued	Apparatus And Methods For Treating Female Urinary Incontinence
US	13/443,713	2012-0197247		Published	Apparatus And Methods For Treating Female Urinary Incontinence

Country	Application Number	Pub. No.	Patent Number	Status	Title
US	09/678,500		6,470,219	Issued	Apparatus And Methods For Treating Female Urinary Incontinence
CA	2424175		2424175	Issued	Apparatus And Methods For Treating Female Urinary Incontinence
EU	01977264.9	1326677		Published	Apparatus And Methods For Treating Female Urinary Incontinence
HK	04100340.3	1058768(EP)		Published	Apparatus And Methods For Treating Female Urinary Incontinence
JP	2002-532299	2004-510507	4931032	Issued	Apparatus And Methods For Treating Female Urinary Incontinence
US	10/207,689	2003-0036804	7,291,129	Issued	Apparatus And Methods For Treating Female Urinary Incontinence
CA	2493731			Pending	Apparatus And Methods For Treating Female Urinary Incontinence
EU	03771673.5	1534160		Published	Apparatus And Methods For Treating Female Urinary Incontinence
JP	2004-524658	2005-533605	4387303	Issued	Apparatus And Methods For Treating Female Urinary Incontinence
US	10/273,900	2003-0181897	7,306,591	Issued	Apparatus And Methods For Treating Female Urinary Incontinence
US	09/407,658		6,692,490	Issued	Treatment Of Urinary Incontinence And Other Disorders By Application Of Energy And Drugs
CA	2384866		2384866	Issued	Treatment Of Tissue By Application Of Energy And Drugs
US	11/207,677	2006-0058780		Allowed	Treatment Of Tissue In Sphincters, Sinuses and Orifices
US	12/648,249	2010-0168733	8,353,908	Issued	Treatment Of Tissue In Sphincters, Sinuses and Orifices
US	13/717,289			Pending	Treatment of Tissue in Sphincters, Sinuses and Orifices

Schedule B

Works of Authorship and Software

Works of Authorship

Radiofrequency Energy in Medicine. Edelstein, P. July 2005.

Mechanism of Action of Transurethral Radiofrequency Energy Collagen Denaturation. Technology Note. Edelstein, P. July 2005.

Anesthesia for Transurethral Radiofrequency Energy Collagen Denaturation. Technology Note. Edelstein, P. July 2005.

Working with Health Plans and Medical Directors. VanDrie, D. June 2006.

The Renessa Treatment for SUI: Expanding the Continuum of Care and Enhancing Your Practice. McCoy, C. June 2009.

My Experience with the Renessa Non-Surgical Treatment for Stress Urinary Incontinence. Little, N. November 2009

Safety of the Non-Surgical Renessa Treatment for Stress Urinary Incontinence. Alagia, D. June 2010.

Mechanism of Action of the Renessa Treatment for Stress Urinary Incontinence. Takacs, P. and Nguyen A. August 2010.

Office Based Anesthesia for the Renessa Procedure for Female Stress Urinary Incontinence. Lukban J. and Adkins, R. March 2011.

From the Operating Room to the Office: A Paradigm Shift in the Economics of Surgical Practice. Baum, N. September 2011.

A Continuum of Care Model for the Management of Stress Urinary Incontinence. Whitmore, C. and Tsai, H June 2012.

The Safety and Feasibility of Mid Urethral Sling Surgery Following the Renessa® Treatment for Stress Urinary Incontinence. (Draft – Not Distributed). Elser, D. June 2012.

Proprietary Software

- Seller has developed proprietary software for use with its radio frequency energy generators ("**RFG**"). Code (firmware) for RFG control operations are distributed across multiple (low cost) PIC processors in the unit, each of which runs code for particular subsets of functions.

Schedule C

Trademarks and Service Marks

Country	Trademark	Status	Registration #	Registration Date	Owner Name	Next Action
United States of America	NOVASYS MEDICAL AND DESIGN (NM) N Novasys Medical	Registered	2948344	10-May-2005	NOVASYS MEDICAL, INC.	Registration Renewal due 05/10/2015
United States of America	IMPROVING WOMEN'S LIVES	Registered	3064044	28-Feb-2006	NOVASYS MEDICAL, INC.	Registration Renewal due 02/28/2016
United States of America	RENESSA	Registered	3124701	01-Aug-2006	NOVASYS MEDICAL, INC.	Affidavit of Use due 08/01/2012

Schedule D

Domain Names

NOVASYSMEDICAL.COM
RENESSAMD.COM
STRESSURINARYINCONTINENCE.COM
NOVASYSMEDICAL.BIZ
NOVASYSMEDICAL.NET
RENESSA-APEX.COM
RENESSA-APEX.NET
RENESSA-APEX.ORG
RENESSA.BIZ
RENESSA.NET
RENESSA.ORG
RENESSA.COM
RENESSA.CO.UK
NSMEDICAL.COM