

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Maegan K. Spencer</td> <td>12/05/2012</td> </tr> <tr> <td>John B. Simpson</td> <td>12/05/2012</td> </tr> <tr> <td>Stephen C. Davies</td> <td>12/05/2012</td> </tr> </tbody> </table>		Name	Execution Date	Maegan K. Spencer	12/05/2012	John B. Simpson	12/05/2012	Stephen C. Davies	12/05/2012		
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Avinger, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>400 Chesapeake Drive</td> </tr> <tr> <td>City:</td> <td>Redwood City</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94063</td> </tr> </table>		Name:	Avinger, Inc.	Street Address:	400 Chesapeake Drive	City:	Redwood City	State/Country:	CALIFORNIA	Postal Code:	94063
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
<p>Fax Number: 6502127562 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: (650) 212-1700 Email: info@shayglenn.com Correspondent Name: Shay Glenn LLP Address Line 1: 2755 Campus Drive, Suite 210 Address Line 4: San Mateo, CALIFORNIA 94403</p>											
ATTORNEY DOCKET NUMBER:	11041-715.200										
NAME OF SUBMITTER:	Mary Buggie										
Signature:	/Kathleen R. Kelleher, Reg. No. 62,230/										
Date:	06/10/2013										
<p>Total Attachments: 3 source=11041-715-200_RecordationCS_Assgn#page1.tif source=11041-715-200_RecordationCS_Assgn#page2.tif source=11041-715-200_RecordationCS_Assgn#page3.tif</p>											

CH \$40.00 13675867

ASSIGNMENT OF PATENT APPLICATION**Docket Number: 11041-715.200**

This Assignment of Patent Application is between: **Maegan K. SPENCER** of Menlo Park, CA; **John B. SIMPSON** of Woodside, CA; and **Stephen C. DAVIES** of El Dorado Hills, CA, (hereinafter referred to as "Inventor") and **Avinger, Inc.**, a corporation of the State of Delaware, having a place of business at 400 Chesapeake Drive, Redwood City, CA, 94063, (hereinafter termed "Assignee").

WHEREAS Inventor has invented certain new and useful improvements in:

"OCCLUSION-CROSSING DEVICES, ATHERECTOMY DEVICES, AND IMAGING"

for which an application for the United States Patent was filed on **November 13, 2012**, Application No. **13/675,867**.

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of the said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contest, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his heirs, legal representatives and assigns.
4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

ASSIGNMENT OF PATENT APPLICATION

Docket Number: 11041-715.200

IN WITNESS WHEREOF, said Inventor has executed and delivered this instrument to said Assignee:

12/5/12

Date

12/5/12


Date

12/5/12

Date



Megan K. SPENCER



John B. SIMPSON



Stephen C. DAVIES

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