

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | |
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| NATURE OF CONVEYANCE: | ASSIGNMENT | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>JOMED N.V.</td> <td>07/21/2003</td> </tr> </tbody> </table> | | Name | Execution Date | JOMED N.V. | 07/21/2003 | | | | | | |
| Name | Execution Date | | | | | | | | | | |
| JOMED N.V. | 07/21/2003 | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | |
| <table border="1"> <tr> <td>Name:</td> <td>Volcano Therapeutics, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>26061 Merit Circle, Suite 103</td> </tr> <tr> <td>City:</td> <td>Laguna Hills</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>92653</td> </tr> </table> | | Name: | Volcano Therapeutics, Inc. | Street Address: | 26061 Merit Circle, Suite 103 | City: | Laguna Hills | State/Country: | CALIFORNIA | Postal Code: | 92653 |
| Name: | Volcano Therapeutics, Inc. | | | | | | | | | | |
| Street Address: | 26061 Merit Circle, Suite 103 | | | | | | | | | | |
| City: | Laguna Hills | | | | | | | | | | |
| State/Country: | CALIFORNIA | | | | | | | | | | |
| Postal Code: | 92653 | | | | | | | | | | |
| PROPERTY NUMBERS Total: 1 | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13410099</td> </tr> </tbody> </table> | | Property Type | Number | Application Number: | 13410099 | | | | | | |
| Property Type | Number | | | | | | | | | | |
| Application Number: | 13410099 | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | |
| <p>Fax Number: 2142000853 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 214-651-5000 Email: ipdocketing@haynesboone.com Correspondent Name: Haynes and Boone, LLP Address Line 1: 2323 Victory Avenue Suite 700 Address Line 4: Dallast, TEXAS 75219</p> | | | | | | | | | | | |
| ATTORNEY DOCKET NUMBER: | 44755.914 (ASSIGN 2) | | | | | | | | | | |
| NAME OF SUBMITTER: | Scott Matthews | | | | | | | | | | |
| Signature: | /Scott Matthwes/ | | | | | | | | | | |
| Date: | 09/12/2013 | | | | | | | | | | |
| <p>Total Attachments: 14 source=JomedToVolcanTheur#page1.tif</p> | | | | | | | | | | | |

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EXECUTION COPY

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT, dated as of July 21, 2003 ("Agreement"), is entered into by and between JOMED N.V., a company formed under the laws of the Netherlands ("Seller"), and, VOLCANO THERAPEUTICS, INC., a Delaware corporation (the "Purchaser"). Seller and Purchaser sometimes are referred to herein collectively as the "Parties" and individually as a "Party".

WITNESSETH

WHEREAS, under an Asset Purchase Agreement entered into by Seller and certain other sellers, on the one hand, and Purchaser, on the other hand, dated 10 July 2003, Seller has agreed to sell and transfer and Purchaser has agreed to purchase certain Patents, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements herein contained and intending to be legally bound hereby, the Parties agree as follows:

1. PURCHASE AGREEMENT

1.1 Governing Agreement Parties agree that the relevant provisions of the Asset Purchase Agreement dated 10 July 2003, including the Disclosure Schedule and any other exhibits, schedules or attachments thereto, as it may be amended from time to time, ("APA"), shall be deemed to form an integral part of this Agreement and apply *mutatis mutandis* to the Parties to this Agreement. In case of any conflict or inconsistency between this Agreement and the APA, the latter shall govern for any and all purposes and nothing in this Agreement shall amend, limit or restrict the rights and obligations of the Parties under the APA, such with the exception of section 5 of this Agreement which section shall prevail over the APA. The APA is attached to this Agreement as Annex 1.1.

1.2 Definitions The capitalized terms and expressions in this Agreement are

defined terms and expressions, which shall have the meanings specified or referred to in this Agreement or in the APA (in particular in Exhibit A to the APA) and shall be equally applicable to both the singular and plural forms.

2. TRANSFER

2.1 Sale and transfer of certain Patents Effective as of the Closing Date, Seller and Purchaser hereby confirm the sale and purchase under the APA, and in consummation thereof, Seller hereby transfers, assigns, conveys and delivers to Purchaser, and Purchaser hereby acquires and accepts from Seller, on the terms herein provided, all of Seller's right, title and interest in and to certain Patents of Seller set forth in Annex 2.1 to this Agreement, to the extent they are related to the Business and are not Excluded Assets.

2.2 Recordation of Intellectual Property Seller hereby authorizes and requests the United States Patent and Trademark Office and the relevant Governmental Authorities in the other Jurisdictions whose duty it is to issue patent registrations, to issue all registrations from any applications for registration of the Patents, and to record Purchaser as the assignee and owner of all registrations of the Patents.

2.3 Further Assurances After the Closing Date, the Seller and the Purchaser each agree, without additional consideration, to execute and deliver such further instruments as may be reasonably requested by the other Party to make effective the transfer of the Patents, including executing such additional documents as are determined by the Purchaser or the Seller to be reasonably necessary to carry out the purposes of this Agreement.

2.4 Excluded Patents The Patents will not include the Excluded Patents as in Annex 2.4 attached hereto.

3. INTENTIONALLY LEFT BLANK

4. PURCHASE PRICE

4.1 Purchase Price The aggregate purchase price to be paid by Purchaser to Seller for all of the Patents will consist of an amount of cash equal to \$ redacted redacted , excluding VAT and any other applicable Taxes, payable by means of wire transfer of immediately available funds from Purchaser, or an Affiliate of Purchaser.

4.2 Taxes Except for local corporate income tax that may become due and payable by Seller, the Purchaser shall bear and pay any sales taxes, use taxes, transfer taxes, documentary charges, recording fees or similar or other taxes, charges, fees or expenses that may become due and payable to the State of California, the County of Sacramento and the County of San Diego in connection with the sale of the Patents to the Purchaser. If according to local Law any VAT or other taxes are due in connection with the sale of the Patents to the Purchaser, such Seller shall issue to Purchaser a valid VAT or other tax invoice in respect of the sale of the Patents to the Purchaser. The Purchaser will forthwith upon receipt of such invoice pay to the respective Sellers the VAT or other taxes charged.

5. MISCELLANEOUS

5.1 Severability Each of the provisions contained in this Agreement shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.

5.2 Amendment This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by all of the Parties hereto.

5.3 Waiver The failure of any Party to enforce any condition or part of this Agreement at any time shall not be construed as a waiver of that condition or part, nor shall it forfeit any rights to future enforcement thereof.

5.4 Governing Law This Agreement shall be construed and enforced in accordance with and governed by the laws of the Netherlands, excluding the conflicts of laws provisions thereof to the extent allowed under Law.

5.5 Arbitration; Venue The Parties expressly agree that any questions, discrepancies, disputes or claims arising from the interpretation or implementation or performance of this Agreement, its Schedules and any other Assignment Documents attached hereto shall be finally settled, without recourse to any appeal, by international arbitration, which shall be conducted in Amsterdam the Netherlands in accordance with the United Nations Commission on International Trade Law ("UNCITRAL") Rules of Arbitration as in force at the date of execution of this Agreement (the "UNCITRAL Rules"). There shall be one arbitrator. The arbitrator shall be appointed by the International Chamber of Commerce Court of Arbitration in Paris (the "ICC") in accordance with the UNCITRAL Rules. In that regard the Parties hereby waive the right to nominate the arbitrator and accept the appointment which the ICC may make. The appointment of the arbitrator shall be made by the ICC within ten (10) days after the ICC receives the written notice of arbitration. The arbitrator shall be a lawyer who has knowledge about Dutch law and who is familiar with international business transactions. No arbitrator shall be related to, be a shareholder, director, officer, employee, agent of, past or present counsel of, or have either a substantial or on-going business relationship with the Parties, their shareholders, directors, officers, employees or agents or any of their respective Affiliates.

5.6 Headings The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

5.7 Transfer "as is" The Purchaser has made a due diligence of the Patents. Except as explicitly otherwise provided in the APA, the Parties agree that the Patents transferred to the Purchaser under this Agreement shall be transferred "as is" and only to the extent permitted under the applicable Law.

5.8 Representations and Warranties In accordance with the APA the representations and warranties made by the Sellers shall not survive the Closing Date, and Sellers shall have no liability (for indemnification or otherwise) with respect to such representations and warranties. The Parties hereby agree that Seller is not making, in this Agreement and its Exhibits, Schedules and Annexes, any representations and warranties of any kind, express or implied, as to the correctness and completeness of the content of the Exhibits, Schedules and Annexes that shall survive the Closing Date. No oral or

written statement by or on behalf of Seller can be interpreted to contain any such representation or warranty. None of Seller's employees or representatives is authorized to give any such warranties or make any such representation in this respect on behalf of Seller. Purchaser has been given the opportunity to check and calculate the Patents at the Closing Date.

5.9 Counterparts; Language The Parties may execute this Agreement in one or more counterparts, and each fully executed counterpart shall be deemed an original. This Agreement in the English language shall be the definitive and controlling text, notwithstanding any translation into another language.

5.10 Notices All communications, notices and consents provided for herein shall be in writing and be given in person or by means of telex, facsimile or other means of wire transmission (with request for assurance of receipt in a manner typical with respect to communications of that type) or by overnight courier, and shall become effective: (a) on delivery if given in person; (b) on the date of transmission if sent by telex, facsimile or other means of wire transmission; or (c) two (2) business days after delivery to the overnight service.

Notices shall be addressed as follows:

If to Seller, to:

Jomed N.V., c/o Houthoff Buruma
Attn: Trustees
PO Box 75505
1070 AM Amsterdam, the Netherlands
Facsimile Number: 31 20 577 57 00

If to Purchaser, to:

Volcano Therapeutics, Inc
26061 Merit Circle, Suite 103
Laguna Hills, CA 92653, USA
Facsimile Number: 949 582 3365
Attention: Chief Financial Officer


provided, however, that if any Party shall have designated a different address by notice to the others, then to the last address so designated.

[REMAINDER OF THE PAGE TO BE LEFT IN BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

Seller:

JOMED N.V.

By: 
Name: Jan Schmitz
Title: Gen. Counsel

Purchaser:

Volcano Therapeutics, Inc

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

Seller:

JOMED N.V.

By: [Signature]
Name: J.C.A.T. Frouin
Title: by proxy of Mr R.Y. Schimmestrommich trustee Jomed N.V.

[Signature]
M. van Wingerden by proxy of
Mr. H.Ph. van Sint Fruider,
trustee of Jomed NV.

Purchaser:

Volcano Therapeutics, Inc

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

Seller:

JOMED N.V.

By: _____

Name:

Title:

Purchaser:

Volcano Therapeutics, Inc

By: Scott Huennekens

Name: Scott Huennekens

Title: Pres. + CEO

ANNEX 1.1

ASSET PURCHASE AGREEMENT

ANNEX 2.1

PATENTS

JOMED N.V. IVUS&FM Patents (Part 1.1(b))

| Country: | Appl/Patent Nr.: | Date: |
|--|-------------------------|--------------|
| <u>1) ComboMap</u> | | |
| United States | 10/151423 | 20-May-02 |
| PCT | US03/15504 | 14-May-2003 |
| <u>2) EagleEye</u> | | |
| United States | 10/233870 | 29-Aug-02 |
| <u>3) Hawk</u> | | |
| United States | 10/233893 | 29-Aug-02 |
| <u>4) EagleEye Microcable</u> | | |
| United States | 60/413267 | 23-Sep-02 |
| <u>5) IVUS Measurement Indicia</u> | | |
| United States | 10/265515 | 4-Oct-02 |
| <u>6) Palpographic Enhancements</u> | | |
| United States | 60/431575 | 6-Dec-02 |
| <u>7) Vulnerable Plaque</u> | | |
| United States | 10/127052 | 19-Apr-02 |
| United States | 10/232429 | 28-Aug-02 |
| United States | 10/232428 | 28-Aug-02 |
| United States | 10/393665 | 21-Mar-03 |
| PCT | US03/12113 | 18-Apr-03 |
| PCT | US03/12114 | 18-Apr-03 |
| <u>8) ATR8</u> | | |
| PCT | 60/381951 | 21-May-02 |

EXECUTION COPY

ANNEX 2.4
EXCLUDED PATENTS

| Patent No. | Patent Title | Patent Type | Status | Pub. No. | Pub. Date | Country | Priority Date | Term | Applicant |
|----------------|--------------------------|-------------|-----------|----------------|-----------|---------------|---------------|-----------|------------|
| BR8710365A | Aorta Connector | Patent | Granted | P19710365 | 23-Jul-97 | Brazil | 27-Nov-01 | 23-Jul-17 | JOMED N.V. |
| 2299650 | Aorta Connector | Patent | Filed | 2299650 | 23-Jul-97 | Canada | | | JOMED N.V. |
| 97198603.6 | Aorta Connector | Patent | Filed | 97198603.6 | 23-Jul-97 | China P.R. | | | JOMED N.V. |
| 97934831.5 | Aorta Connector | Patent | Filed | 97934831.5 | 23-Jul-97 | Europe | | | JOMED N.V. |
| 1374CAL97 | Aorta Connector | Patent | Filed | 1374CAL97 | 23-Jul-97 | India | | | JOMED N.V. |
| 50686896 | Aorta Connector | Patent | Filed | 50686896 | 23-Jul-97 | Japan | | | JOMED N.V. |
| PCT/EP01/10372 | Aorta Connector | Patent | Published | PCT/EP01/10372 | 8-Sep-01 | PCT | | | JOMED N.V. |
| PCT/SE97/01308 | Aorta Connector | Patent | Inactive | PCT/SE97/01308 | 23-Jul-97 | PCT | | | JOMED N.V. |
| 997000495 | Aorta Connector | Patent | Filed | 997000495 | 23-Jul-97 | South Korea | | | JOMED N.V. |
| 9602849-3 | Aorta Connector | Patent | Granted | 9602849-3 | 24-Jul-96 | Sweden | 18-Jan-99 | 24-Jul-18 | JOMED N.V. |
| 09/228749 | Aorta Connector | Patent | Granted | 09/228749 | 23-Jul-97 | United States | 30-Jan-01 | 23-Jul-17 | JOMED N.V. |
| 09/769748 | Aorta Connector CIP | Patent | Published | 09/769748 | 26-Jan-01 | United States | | | JOMED N.V. |
| PCT/EP01/10348 | Artery-Ventricle Conduit | Patent | Inactive | PCT/EP01/10348 | 7-Sep-01 | PCT | | | JOMED N.V. |
| 528539 | Artery-Ventricle Conduit | Patent | Granted | 528539 | 20-Sep-00 | Sweden | 4-Jun-02 | 20-Sep-20 | JOMED N.V. |
| 01962264.2 | Artery-Ventricle Conduit | Patent | Filed | 01962264.2 | 7-Sep-01 | Europe | | | JOMED N.V. |
| 06/950740 | Artery-Ventricle Conduit | Patent | Filed | 06/950740 | 13-Sep-01 | United States | | | JOMED N.V. |
| DM059390 | Cut and Seal | Design | Granted | DM059390 | 16-Dec-01 | International | 6-Apr-02 | | JOMED N.V. |
| 11035 | Cut and Seal | Design | Filed | 11035 | 19-Jun-01 | Sweden | | | JOMED N.V. |
| 29/152240 | Cut and Seal | Design | Allowed | 29/152240 | 19-Dec-01 | United States | | | JOMED N.V. |
| 2401485 | Cut and Seal | Patent | Filed | 2401485 | 22-Feb-01 | Canada | | | JOMED N.V. |
| 1919326.7 | Cut and Seal | Patent | Filed | 1919326.7 | 22-Feb-01 | Europe | | | JOMED N.V. |
| 2001-563015 | Cut and Seal | Patent | Filed | 2001-563015 | 22-Feb-01 | Japan | | | JOMED N.V. |
| PCT/EP01/02000 | Cut and Seal | Patent | Inactive | PCT/EP01/02000 | 22-Feb-01 | PCT | | | JOMED N.V. |
| 0000642-9 | Cut and Seal | Patent | Granted | 0000642-9 | 28-Feb-00 | Sweden | 10-Dec-01 | 28-Feb-20 | JOMED N.V. |
| 09/599453 | Cut and Seal | Patent | Granted | 09/599453 | 22-Jun-00 | United States | 19-Jun-01 | 22-Jun-20 | JOMED N.V. |
| 2368006 | Endoscopic Instrument | Patent | Filed | 2368006 | 5-Oct-01 | Canada | | | JOMED N.V. |
| 1972890.6 | Endoscopic Instrument | Patent | Filed | 1972890.6 | 5-Oct-01 | Europe | | | JOMED N.V. |

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|--------------------------|--------|-----------|-----------------|---------------|-----------|------------|
| Endoscopic Instrument | Patent | Filed | 2002-03-19-24 | Japan | 5-Oct-01 | JOMED N.V. |
| Endoscopic Instrument | Patent | Inactive | PCT/SE01/02160 | PCT | 5-Oct-01 | JOMED N.V. |
| Endoscopic Instrument | Patent | Granted | 623105 | Sweden | 5-Nov-02 | JOMED N.V. |
| Endoscopic Instrument | Patent | Filed | 107181717 | United States | 5-Oct-01 | JOMED N.V. |
| Flowmeter Handle | Patent | Published | PCT/EP02/005905 | PCT | 29-May-02 | JOMED N.V. |
| Flowmeter Handle | Patent | Filed | 0101807-8 | Sweden | 30-May-01 | JOMED N.V. |
| Flowmeter Handle | Patent | Filed | 09/081759 | United States | 19-Jun-01 | JOMED N.V. |
| Graft Connector I | Design | Granted | 67671 | Argentina | 24-Feb-00 | JOMED N.V. |
| Graft Connector II | Design | Granted | D16000281-6 | Brazil | 19-Dec-00 | JOMED N.V. |
| Graft Connector II | Design | Granted | 302887.7 | China P.R. | 9-Sep-00 | JOMED N.V. |
| Graft Connector II | Design | Granted | 181737 | India | 23-Feb-00 | JOMED N.V. |
| Graft Connector II | Design | Granted | 991530 | Sweden | 29-Aug-00 | JOMED N.V. |
| Graft Connector II | Design | Granted | 29/118154 | United States | 16-Oct-00 | JOMED N.V. |
| Graft Connector II | Patent | Filed | P00010-388 | Argentina | 6-Mar-01 | JOMED N.V. |
| Graft Connector II | Patent | Filed | P093330-2 | Brazil | 23-Aug-00 | JOMED N.V. |
| Graft Connector II | Patent | Filed | 2376118 | Canada | 23-Aug-00 | JOMED N.V. |
| Graft Connector II | Patent | Filed | 810165.3 | China P.R. | 23-Aug-00 | JOMED N.V. |
| Graft Connector II | Patent | Filed | 957195.9 | Europe | 23-Aug-00 | JOMED N.V. |
| Graft Connector II | Patent | Filed | 2001-517953 | India | 23-Aug-00 | JOMED N.V. |
| Graft Connector II | Patent | Filed | 2001-517953 | Japan | 23-Aug-00 | JOMED N.V. |
| Graft Connector II | Patent | Inactive | PCT/SE00/01610 | PCT | 23-Aug-00 | JOMED N.V. |
| Graft Connector II | Patent | Filed | 10-2092-7002426 | South Korea | 23-Aug-00 | JOMED N.V. |
| Graft Connector II | Patent | Granted | 9902991-0 | Sweden | 25-Aug-99 | JOMED N.V. |
| Graft Connector II | Patent | Filed | 09/777716 | United States | 23-Aug-00 | JOMED N.V. |
| Graft Connector II | Patent | Filed | 3001173.8 | Europe | 21-Jan-03 | JOMED N.V. |
| Insertion Aid | Patent | Filed | 615436 | Sweden | 22-Jan-02 | JOMED N.V. |
| Insertion Aid | Patent | Filed | 1122284.1 | United States | 22-Jan-03 | JOMED N.V. |
| Insertion Aid | Patent | Filed | 1122284.1 | Europe | 18-Sep-01 | JOMED N.V. |
| MRI-Catheter | Patent | Granted | 671100 | Argentina | 3-Sep-99 | JOMED N.V. |
| T-Stem/Graft Connector I | Design | Granted | D15901650-0 | Brazil | 17-Oct-00 | JOMED N.V. |
| T-Stem/Graft Connector I | Design | Granted | 96315109.6 | China P.R. | 4-Nov-00 | JOMED N.V. |
| T-Stem/Graft Connector I | Design | Granted | 180283 | India | 2-Sep-99 | JOMED N.V. |
| T-Stem/Graft Connector I | Design | Granted | 180283 | India | 2-Sep-99 | JOMED N.V. |

| T-Stent/Graft Connector I | Design | Granted | 990410 | SE55745 | Sweden | 3-Mar-99 | 8-Nov-00 | 3-Mar-24 | JOMED N.V. |
|---------------------------|--------|----------|----------------|--------------|---------------|-----------|-----------|-----------|------------|
| T-Stent/Graft Connector I | Design | Granted | 29110170 | USD429334 | United States | 2-Sep-99 | 8-Aug-00 | 8-Aug-14 | JOMED N.V. |
| T-Stent/Graft Connector I | Patent | Filed | P19708990-7 | | Brazil | 16-May-97 | | | JOMED N.V. |
| T-Stent/Graft Connector I | Patent | Filed | 2253535 | | Canada | 16-May-97 | | | JOMED N.V. |
| T-Stent/Graft Connector I | Patent | Filed | 97184724.4 | | China P.R. | 16-May-97 | | | JOMED N.V. |
| T-Stent/Graft Connector I | Patent | Filed | 9722390.5 | | Europe | 16-May-97 | | | JOMED N.V. |
| T-Stent/Graft Connector I | Patent | Filed | 0682CAL97 | | India | 16-May-97 | | | JOMED N.V. |
| T-Stent/Graft Connector I | Patent | Filed | 54214997 | | Japan | 16-May-97 | | | JOMED N.V. |
| T-Stent/Graft Connector I | Patent | Filed | 98709272 | | South Korea | 16-May-97 | | | JOMED N.V. |
| T-Stent/Graft Connector I | Patent | Granted | 9601884-1 | SE509386C2 | Sweden | 17-May-96 | 18-Jan-99 | 17-May-16 | JOMED N.V. |
| T-Stent/Graft Connector I | Patent | Granted | 091192855 | US5210430 | United States | 16-May-97 | 3-Apr-01 | 16-May-17 | JOMED N.V. |
| T-Stent/Graft Connector I | Patent | Filed | 09795447 | 2001041927A1 | United States | 1-Mar-01 | | 16-May-17 | JOMED N.V. |
| T-Stent/Graft Connector I | Patent | Inactive | PCT/SE97/00804 | WO97043961A1 | PCT | 16-May-97 | | | JOMED N.V. |