502573504 11/18/2013

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2619399

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
VAHID SAADAT	04/20/2011
JEFFERY L. BLEICH	04/18/2011
KENNETH J. MICHLITSCH	04/21/2011
JOHN E. ASHLEY	04/26/2011

RECEIVING PARTY DATA

Name:	Baxano, Inc.	
Street Address:	655 River Oaks Parkway	
City:	San Jose	
State/Country:	CALIFORNIA	
Postal Code:	95134	

PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	13913801	

CORRESPONDENCE DATA

 Fax Number:
 (650)212-7562

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 (650) 212-1700

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 info@shayglenn.com

Correspondence will be sent via US Mail when the email attempt is unsuccessful.

Correspondent Name: SHAY GLENN LLP

Address Line 1: 2755 CAMPUS DRIVE, SUITE 210
Address Line 4: SAN MATEO, CALIFORNIA 94403

ATTORNEY DOCKET NUMBER:	10376-700.313	
NAME OF SUBMITTER:	MARY BUGGIE	
Signature:	/Richard D. Shoop, Reg. No. 45,763/	
	PATENT	

502573504 REEL: 031625 FRAME: 0058

0.00 1391380

Date:	11/18/2013
Total Attachments: 6 source=10376-700-313_Assignment#page1 source=10376-700-313_Assignment#page2 source=10376-700-313_Assignment#page3 source=10376-700-313_Assignment#page4 source=10376-700-313_Assignment#page5 source=10376-700-313_Assignment#page6	tif .tif .tif .tif

PATENT REEL: 031625 FRAME: 0059

U.S. DEPARTMENT OF COMMERCE

RECORDATION FORM COVER SHEET

PATENT AND TRADEMARK OFFICE

PATENTS ONLY				
TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT ORIGINAL DOCUMENTS OR COPY THEREOF.	AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED			
Name of conveying party(ies):	Name and address of receiving party(ies):			
(1) Vahid Saadat (04/20/2011) (2) Jeffery L. Bleich (04/18/2011) (3) Kenneth J. Michlitsch (04/21/2011) (4) John E. Ashley (04/26/2011)	Name: Baxano, Inc. 655 River Oaks Parkway San Jose, CA 95134			
Additional name(s) of conveying party(ies) attached? Yes No				
3. Nature of Conveyance:	Name and address of receiving party(ies):			
Assignment Merger	Name:			
	Street Address:			
Security Agreement Change of Name	City: State: Zip:			
Other	Country: Additional name(s) & address(es) attached? Yes No			
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) – 13/913,801	B. Patent No.(s)			
Title: POWERED TISSUE MODIFICATION DEVICES AND METHODS				
Additional nu	mbers attached? Yes No			
Name and address of party to whom correspondence concerning document should be mailed:	Total number of applications and patents involved: 1			
Richard D. Shoop Shay Glenn LLP				
2755 Campus Drive, Suite 210 San Mateo, CA 94403	7. Total fee (37 CFR 3.41): \$40.00			
	A check is enclosed that includes the total fee.			
	Charge the \$40 fee to Deposit Account 50-4050 .			
DO NOT USE	THIS SPACE			
Statement and signature.				
	ation is true and correct and any attached copy is a true copy of the			
Richard D. Shoop, Reg. No. 45,763	November 18, 2013			
Name of Person Signing Total number of pages including cover sheet, attachments, and documents	Signature Date			

PATENT REEL: 031625 FRAME: 0060

ASSIGNMENT OF PATENT APPLICATION

Docket Number: 10376-700.513

This Assignment of Patent Application is between: Vahid Saadat of Saratoga, CA; Jeffery L. Bleich of Palo Alto, CA; Kenneth J. Michlitsch of Livermore, CA; John E. Ashley of Danville, CA; (hereinafter referred to as "Inventor") and Baxano, Inc. a corporation of the State of Delaware, having a place of business at 655 River Oaks Parkway, San Jose, CA, 95134, (hereinafter termed "Assignee").

WHEREAS Inventor has invented certain new and useful improvements in:

"POWERED TISSUE MODIFICATION DEVICES AND METHODS"

for which an application for the United States Patent was filed on April 1, 2011, Application No. 13/078,376.

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.

Page 1 of 2

ASSIGNMENT	OF	PATENT	APP	LICA	TION

Docket Number: 10376-700.513

IN WITNESS WHEREOF, said I	tor has executed and delivered this instrument to said Assignee:		
4-20-11	with the		
Date	Vahid Saadat		
Date	Jeffery L. Bleich		
Date	Kenneth J. Michlitsch		
Date	John E. Ashley		

Page 2 of 2

ASSIGNMENT OF PATENT APPLICATION

Docket Number: 10376-700.513

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

Date 4/18/11	Vahid Saadat Millet M.	
Date // /	Jeffery L. Bleich Kenneth J. Michlitsch	
Date		
Date	John E. Ashley	

Page 2 of 2

ASSIGNMENT OF PATENT APPLICATION

Docket Number: 10376-700.513

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

Date

Date

Jeffery L. Bleich

L. Michlitsch

Date

Date

John E. Ashley

ASSIGNMENT	OF PATENT	APPLICATION

Docket Number: 10376-700.513

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

Date

Date

4-26-11

Date

Date

Vahid Saadat

Jeffery L. Bleich

Kenneth J. Michlitsch

John E. Ashley

Page 2 of 2