

## PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
RAINBOW MEDICAL LTD.	08/19/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	VASCULAR DYNAMICS, INC.
<b>Street Address:</b>	2711 CENTERVILLE ROAD
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<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19808
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	11881256
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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<b>ATTORNEY DOCKET NUMBER:</b>	41594-703.501
<b>NAME OF SUBMITTER:</b>	MARCIA NEY
<b>SIGNATURE:</b>	/marcia ney/
<b>DATE SIGNED:</b>	07/02/2014
<b>Total Attachments: 5</b>	
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## PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (“**Patent Assignment**”) is made and entered into as of **August 19, 2013** (the “**Effective Date**”) by and between **Rainbow Medical Ltd.**, an Israeli company (registered no. 51-402769-7), having its principal place of business at 85 Medinat Hayehudim St., Hertzeliya, Israel (“**Assignor**”) and **Vascular Dynamics, Inc.**, a Delaware company (file no. 4622696), having its principal place of business at 2711 Centerville Road, Wilmington, Delaware (“**Assignee**”).

**WHEREAS**, Assignor desires to assign to Assignee certain intellectual property rights, and Assignee desires to obtain such assignment, on the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the sum of One Dollar (US\$1) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee any and all of Assignor’s right, title and interest in and to the following (collectively, the “**Assigned Technology**”):
  - a. Any and all subject matter claimed or disclosed in those patents and patent applications set forth in Exhibit A (collectively such subject matter, the “**Inventions**” and such patents and patent applications, the “**Existing Patents**”);
  - b. all rights to apply in any and all countries of the world for patents, certificates of inventions or other governmental grants with respect to any Invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding;
  - c. any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on any Invention anywhere in the world, including each and every application (whether provisional, converted provisional, utility or otherwise) filed and each and every patent granted on any application which is a division, substitution, continuation or continuation-in-part of any of said applications (collectively, the “**Patents**”);
  - d. each and every reissue or extension of any of the Patents;
  - e. each and every patent claim resulting from a reexamination certificate for any and all of the Patents; and
  - f. all causes of action and enforcement rights for the Patents including all rights to pursue damages, injunctive relief and other remedies for past and future infringement or misappropriation of the Patents.

2. Issuance of Patents and/or Certificates of Invention. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patents in the name of Assignee, as the assignee to the entire interest therein.
3. Warranties. Assignor hereby represents and warrants that: (i) it has the legal power, authority and right to enter into this Patent Assignment and to perform all of its obligations hereunder; (ii) it has not previously granted, and will not grant, any rights which are in conflict with the rights and licenses granted to Assignee herein; (iii) as of the Effective Date, the Assigned Technology are free and clear of any lien, charges, encumbrances and security interests; and (iv) to the Assignor's best knowledge, as of the Effective Date, there are no threatened or pending actions, suits, investigations, claims or proceedings in any way relating to the Assigned Technology.

EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE ASSIGNED TECHNOLOGY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, VALIDITY OF INVENTIONS CLAIMS, WHETHER ISSUED OR PENDING, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE.

4. Further Assurances. Assignor agrees to assist Assignee, or its designee, at Assignee's sole expense, in every reasonable and proper way to secure Assignee's rights in the Assigned Technology in any and all countries, including the disclosure to Assignee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Assignee shall reasonably deem necessary or appropriate in order to apply for and obtain such rights and in order to assign and convey to Assignee, its successors, assigns, and nominees the sole and exclusive right, title and interest in and to such Assigned Technology. Subject to written notification sent by the Assignor announcing it is unable because of its unavailability or for any other reason to secure its signature to file, prosecute, maintain or enforce any Patent, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, to act for and in its behalf and stead for any such purpose with the same legal force and effect as if executed by Assignor.
5. Miscellaneous. This Patent Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Israel, without reference to its principles of conflicts of law. The relationship of Assignor and Assignee established by this Patent Assignment is that of independent contractors. This Patent Assignment shall be binding upon the successors and assigns of the parties. All notices, requests and communications hereunder shall be in writing and shall be personally delivered or sent by facsimile transmission (receipt confirmed), mailed by registered or certified mail, postage prepaid, or sent by express courier service (e.g., Federal Express), and shall be deemed to have been properly served to the addressee upon receipt of such written communication, to address of the applicable party set forth below its signature, or such other address as

may be specified in writing to the other party. This Patent Assignment sets forth the entire agreement between the parties with respect to the subject matter contained herein and supersedes any previous understandings, commitments or agreements, whether oral or written. This Patent Assignment may only be amended with a writing signed by authorized representatives of both parties hereto that specifically and expressly refers to this Patent Assignment. If any provision of this Patent Assignment shall be found by a court to be void, invalid or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of the remainder of this Patent Assignment. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Patent Assignment to be duly executed by their respective authorized officers as of the Effective Date.


**Rainbow Medical Ltd.**

By: 

Name: Gilad Peleg Lorberbaum

Title: C.O.O

**Vascular Dynamics, Inc.**

By: 

Name: Robert A. Stern

Title: President & CEO

**EXHIBIT A**  
**EXISTING PATENTS**

U.S. Application 11/881,256

U.S. Application 13/116,370