502995715 09/29/2014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3042314

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date	
HIMANSHU N. PATEL	03/31/2010	
JOHN B. SIMPSON	03/31/2010	

RECEIVING PARTY DATA

Name:	AVINGER, INC.	
Street Address: 400 CHESAPEAKE DRIVE		
City: REDWOOD CITY		
State/Country:	CALIFORNIA	
Postal Code:	94063	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13929579

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ATTORNEY DOCKET NUMBER:	11041-700.300
NAME OF SUBMITTER:	JENNIFER CAPIZZI
SIGNATURE:	/Kathleen R. Kelleher, Reg. No. 62,230/
DATE SIGNED:	09/29/2014

Total Attachments: 3

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PATENT 502995715 REEL: 033838 FRAME: 0018

RECORDATION FORM COVER SHEET

PATENT AND TRADEMARK OFFICE

U.S. DEPARTMENT OF COMMERCE

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) Himanshu N. PATEL (2) John B. SIMPSON Additional name(s) of conveying party(ies) attached? Yes No 	Name: AVINGER, INC. 400 Chesapeake Drive Redwood City, CA 94063				
	Name and address of receiving party(ies):				
3. Nature of Conveyance:	Name:				
Assignment Merger					
Security Agreement Change of Name	Street Address:				
Other	City: State: Zip:				
EXECUTION DATE(S): (1)-(2) 03/31/2010	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	ne execution date of the application is:				
A. Patent Application No.(s) – 13/929,579 Title: GUIDEWIRE POSITIONING CATHETER	B. Patent No.(s)				
Additional num	bers attached? Yes No				
Name and address of party to whom correspondence concerning document should be mailed:	Total number of applications and patents involved:				
Kathleen R. Kelleher Shay Glenn LLP 2755 Campus Drive, Suite 210					
San Mateo, CA 94403	7. Total fee (37 CFR 1.21(h)(1)): \$0.00				
	None required. Please charge fees to Deposit Account No. 50-4050.				
DO NOT USE	THIS SPACE				
Statement and signature.					
To the best of my knowledge and belief, the foregoing information original document.	on is true and correct and any attached copy is a true copy of the				
Kathleen R. Kelleher, Reg. No. 62,230 September 29, 2014					
Name of Person Signing	Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and documents: 3				

PATENT REEL: 033838 FRAME: 0019

ASSIGNMENT OF PATENT APPLICATION

Docket Number:

11041-700.200

This Assignment of Patent Application is between: **Himanshu N. Patel** of San Jose, CA and **John B. Simpson** of Woodside, 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:

"GUIDEWIRE SUPPORT CATHETER"

for which an application for the United States Patent was filed on January 19, 2010, Application No. 12/689,748.

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

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/-	12:214141414141	VI 1 M				

Docket Number:

11041-700.200

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

3/31/10 Date

Page 2 of 2

RECORDED: 09/29/2014