# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

#### **CONVEYING PARTY DATA**

Name	Execution Date
JAMES B. STUBBS	06/28/2010
GEORGE D. HERMANN	09/10/2010
GAIL S. LEBOVIC	09/08/2010
MICHAEL J. DREWS	09/10/2010

## **RECEIVING PARTY DATA**

Name:	FOCAL THERAPEUTICS, INC.		
Street Address:	dress: 4370 ALPINE ROAD		
Internal Address:	SUITE 101		
City:	PORTOLA VALLEY		
State/Country:	ate/Country: CALIFORNIA		
Postal Code:	94028		

# **PROPERTY NUMBERS Total: 1**

Property Type	Number		
Application Number:	14581146		

### **CORRESPONDENCE DATA**

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Address Line 2: SUITE 700 ATTN: PATENT GROUP

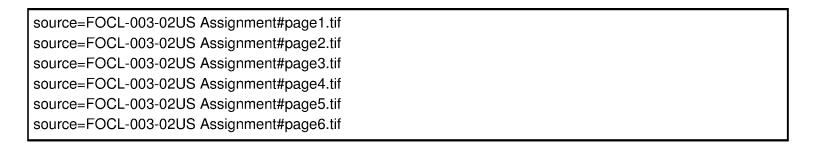
Address Line 4: WASHINGTON, D.C. 20004

ATTORNEY DOCKET NUMBER:	FOCL-003/02US 322817-2018	
NAME OF SUBMITTER:	ERIK B. MILCH	
SIGNATURE:	/Erik B. Milch/	
DATE SIGNED:	01/05/2015	
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**Total Attachments: 6** 

PATENT REEL: 034633 FRAME: 0974

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PATENT REEL: 034633 FRAME: 0975

#### ASSIGNMENT BY INVENTORS

THIS ASSIGNMENT, made by James B. Stubbs, of Alpharetta, GA; George D. Hermann, of Portola Valley, CA; Gail S. Lebovic, of Frisco, TX; and Michael J. Drews, of Palo Alto, CA (hereinafter referred to as Assignors);

WHEREAS, Assignors have invented certain new and useful improvements in BIOABSORBABLE TARGET FOR DIAGNOSTIC OR THERAPEUTIC PROCEDURE as set forth in an application for Letters Patent of the United States, filed on May 28, 2010, as U.S. Non-Provisional Patent Application No. 12/790,314; and

WHEREAS, Focal Therapeutics, Inc. a corporation organized under and pursuant to the laws of the United States having a principal place of business at 4370 Alpine Road, Suite 101, Portola Valley, CA 94028 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to

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Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

# NUTTER MCCLENNEN & FISH LLP All practitioners at Customer Number 021125

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

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James B\Stubbs Date: NOTARIAL SEAL State/Commonwealth of: County of: 28 day of June Lot before me, the undersigned notary public, personally appeared James B. Stubbs (name of document signer), proved to me through satisfactory evidence of identification, which were to be the person whose name is signed on the preceding or attached document, and Acknowledged to me that (he)(she) signed it voluntarily for its stated purpose. (official signature and seal of notary) **Making Public, Pullion County, Georgie** And Commission Expires Deplement 20: 2012

My Commission Expires:

Seon O. Hermann

Date: <u>Sept 10th</u> 2010
NOTARIAL SEAL
State/Commonwealth of: Calibraia
County of: Son Watter
On this O day of George D. Hermann (name of document signer), proved to me through satisfactory evidence of identification, which were to be the person whose name is signed on the preceding or attached document, and Acknowledged to me that (he) che) signed it voluntarily for its stated purpose.
(official signature and seal of notary)
My Commission Expires:  DANIEL B. MATTSON Commission # 1843735 Notary Public - California San Mateo County My Comm. Expires Apr 9, 2013

Date: Gail S. Lébovic
NOTARIAL SEAL
State/Commonwealth of: Ca li fornia
County of: Monterey
On this S day of September, 2010 before me, the undersigned notary public, personally appeared Gail S. Lebovic (name of document signer), proved to me through satisfactory evidence of identification, which were Drivers License, to be the person whose name is signed on the preceding or attached document, and Acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

(official signature and seal of notary)

My Commission Expires: Nov. 22, 2013

JACKLYN M. RUBIO Commission # 1869414 Notary Public - California Monterey County My Comm. Expires Nov 22, 2013

Chail S. Lelmane

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					Michael J. Dr	ews
Date: <	Sept_	+7 10, 2016	7			
			NOTARL	AL SEAL		
State/Comm	onwealth	of: Callifo	mm 2 61			

County of: 5anty 01429. On this 15<sup>n</sup> day of Sectember 2010 before me, the undersigned notary public, personally appeared Michael J. Drews (name of document signer), proved to me through satisfactory evidence of identification, which were A1896277 D/L. to be the person whose name is signed on the preceding or attached document, and Acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.

(official signature and seal of notary)

My Commission Expires: March

SUDHA J. PATEL Commission No. 1732247 NOTARY PUBLIC - CALIFORNIA: SANTA CLARA COUNTY My Comm. Expires March 18, 2011

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**PATENT** REEL: 034633 FRAME: 0981

**RECORDED: 01/05/2015**