02/12/2015 503178105

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3224719

SUBMISSION TYPE:		NEW ASSIGNMENT				
NATURE OF CONVEYANCE:		ASSIGNMENT				
CONVEYING PARTY D	ΑΤΑ					
		Name	Execution Date			
BOARD OF REGENTS	OF THE UNIV	ERSITY OF TEXAS SYSTEM	08/18/2014			
RECEIVING PARTY DA						
Name:	ENDOPHYS	B HOLDINGS, LLC				
Street Address:	1601 ELM S	TREET				
Internal Address:	THANKSGI	VING TOWER, SUITE 300				
City:	DALLAS	•				
State/Country:	TEXAS					
Postal Code:	75201					
	<u> </u>					
PROPERTY NUMBERS	Total: 6					
Property Type		Number				
Application Number:	1341	3368				
Patent Number: 7455		6666				
Patent Number: 7787		'954				
Patent Number:	8131	353				
Patent Number:	7150	0737				
Patent Number:	7011	647				
CORRESPONDENCE D	ΑΤΑ					
Fax Number:	(949))760-9502				
		e-mail address first; if that is unsu				
<i>using a fax number, if</i> Phone:	,	<i>hat is unsuccessful, it will be sent</i> 760-0404	via US Mail.			
	949 /					
	ofilin	a@knobbe.com				
Email:		g@knobbe.com BBE_MARTENS_OLSON & BEAR	IP			
Email: Correspondent Name:	KNO	BBE, MARTENS, OLSON & BEAR,	_LP			
Email: Correspondent Name: Address Line 1:	KNO 2040	BBE, MARTENS, OLSON & BEAR, MAIN STREET	_LP			
Email: Correspondent Name:	KNO 2040 14TH	BBE, MARTENS, OLSON & BEAR,	_LP			
Email: Correspondent Name: Address Line 1: Address Line 2:	KNO 2040 14TH IRVII	BBE, MARTENS, OLSON & BEAR, MAIN STREET FLOOR	_LP			
Email: Correspondent Name: Address Line 1: Address Line 2: Address Line 4:	KNO 2040 14TH IRVII	BBE, MARTENS, OLSON & BEAR, MAIN STREET FLOOR NE, CALIFORNIA 92614	-LP			
Email: Correspondent Name: Address Line 1: Address Line 2: Address Line 4:	KNO 2040 14TH IRVII	BBE, MARTENS, OLSON & BEAR, MAIN STREET FLOOR NE, CALIFORNIA 92614 EPHYS.001	_LP			

Total Attachments: 4					
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ASSIGNMENT

WHEREAS, the Board of Regents of the University of Texas System, an institute of higher education organized and existing under the laws of Texas and having offices at 201 West Seventh Street, Austin, Texas 78701 (hereinafter "ASSIGNOR"), owns, by assignment, all right, title and interest in the patents and applications listed in the following table ("Applications") and any invention claimed therein (collectively hereinafter referred to as the "Work");

<u>Country</u>	Appi. No.	Filing Date	Pat. No. (if appl.)	<u>Title</u>	
U.S.	09/905,670	Jul. 13, 2001	7,455,666	Methods and Apparatuses for Navigating the Subarachnoid Space	
U.S.	12/323,204	Nov. 25, 2008	7,787,954	Methods and Apparatuses for Navigating the Subarachnoid Space	
U.S.	12/872,575	Aug. 31, 2010	8,131,353	Methods and Apparatuses for Navigating the Subarachnoid Space	
U.S.	13/413,368	Mar. 6, 2012	n/a	Sheaths	
U.S.	10/328,560	Dec. 23, 2002	7,150,737	Methods and Apparatuses for Navigating the Subarachnoid Space	
U.S.	10/328,349	Dec. 23, 2002	7,011,647	Introducer Sheath	
Japan	2004564844	Oct. 30, 2003	4653494	Methods and Apparatuses for Performing Procedures in the Subarachnoid Space	

WHEREAS, Endophys Holdings, LLC, a limited liability company having offices at Thanksgiving Tower, Suite 300, 1601 Elm Street, Dallas, Texas 75201 (hereinafter "ASSIGNEE") desires to own ASSIGNOR's entire right, title, and interest in and to the Applications and the Work;

NOW, THEREFORE, be it known that, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over to ASSIGNEE, its lawful successors and assigns, ASSIGNOR's entire, right, title, and interest throughout the world in and to the Applications and the Work, including all provisional applications relating thereto, and all nonprovisional applications claiming priority thereto, including all divisions, continuations, continuations-in-part, reissues, and reexaminations thereof, and all Letters Patent which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, and all extensions, renewals and reissues thereof. ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for the Applications and Work to ASSIGNEE, its successors and assigns, in accordance with the terms of this Assignment. The grant made hereby is subject to the provisions of the Option for Assignment of Rights in the Patent & Technology License Agreement executed by ASSIGNOR and ASSIGNEE having an Effective Date of February 5, 2014 (hereinafter the "Effective Date");

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the Effective Date, or may accrue thereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance;

AND, ASSIGNOR HEREBY further represents, warrants and covenants that ASSIGNOR has the full right to convey the interest assigned by this Assignment, ASSIGNOR will take all action and execute all documents necessary to perfect the interest assigned hereby, including assisting in the preparation of any other applications relating to the Applications and the Work or any improvements made thereto, and generally doing everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Applications and Work in all countries, and ASSIGNOR has not executed and will not execute any agreement in conflict with this Assignment.

[signature pages follow]

PATENT REEL: 034952 FRAME: 0036

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 18^{th} day of August, 2014.

THE BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM ("ASSIGNOR")

By:

Name Printed: Daniel H. Sharphorn

Title: <u>Vice Chancellor and General</u> Counsel

Date: <u>August 18,2014</u>

STATE OF Texas } ss.

On <u>August 18,2014</u>, before me, <u>(arolyn Brewer Faulkner</u>, notary public, personally appeared <u>Daniel H. Sharphorn</u> who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of <u>Texas</u> that the foregoing paragraph is true and correct.</u>

WITNESS my hand and official seal.

[SEAL]



Fulkna Darolyn 1-

Notary Signature

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this $\underline{/3}$ day of $\underline{/3}$, 2014.

ENDOPHYS HOLDINGS, LLC ("ASSIGNEE")					
By: Marvar Haurian					
Name Printed: THOHLOS L. HARRISON					
Title: <u>C.E.O</u>					
Date: 3/13/2014					
STATE OF (mas)					
STATE OF lysas COUNTY OF Dall cus ss.					
On <u>Me 13, 201f</u> , before me, <u>Jake Wendoza</u> , notary public, personally appeared <u>Thomas Hanniss</u> who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.					
I certify under PENALTY OF PERJURY under the laws of the State of Legan that the foregoing paragraph is true and correct.					

WITNESS my hand and official seal.

[SEAL]



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T	Notary Signature	\overline{X}

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