

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3413668

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TINI ALLOY COMPANY	05/11/2012
RECEIVING PARTY DATA		
Name:	NSVASCULAR, INC.	
Street Address:	10960 WILSHIRE BLVD., SUITE 1230	
City:	LOS ANGELES	
State/Country:	CALIFORNIA	
Postal Code:	90024	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	13220522
CORRESPONDENCE DATA		
Fax Number:	(949)202-3138	
<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>		
Email:	pia.kamath@haynesboone.com	
Correspondent Name:	HAYNES AND BOONE, LLP	
Address Line 1:	2323 VICTORY AVENUE, SUITE 700	
Address Line 4:	DALLAS, TEXAS 75219	
ATTORNEY DOCKET NUMBER:	49317.131	
NAME OF SUBMITTER:	JONATHAN W. HALLMAN	
SIGNATURE:	/Jonathan W. Hallman/	
DATE SIGNED:	06/25/2015	
Total Attachments: 16 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif source=Assignment#page7.tif		

source=Assignment#page8.tif
source=Assignment#page9.tif
source=Assignment#page10.tif
source=Assignment#page11.tif
source=Assignment#page12.tif
source=Assignment#page13.tif
source=Assignment#page14.tif
source=Assignment#page15.tif
source=Assignment#page16.tif

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT ("Agreement"), is entered into and effective as of this 11th day of May, 2012 (the "Effective Date"), by and between NSVascular, Inc., a Delaware Corporation ("NSV"), having its principal place of business at 10960 Wilshire Blvd., Suite 1230, Los Angeles, CA 90024 and TiNi Alloy Company ("Assignor") (NSV and Assignor are collectively referred to as the "Parties" and each individually, a "Party").

RECITALS

A. Assignor has rights to the patents listed in the Patent Portfolio (as hereinafter defined) and related technology.

B. NSV wishes to acquire the Patent Portfolio and related technology upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises, covenants, and undertakings set forth in this Agreement, as well as other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, NSV and Assignor agree as follows:

1. Definitions.

1.1 "**Affiliate**" means any Person (other than an individual) that currently or in the future is directly or indirectly controlled by, under common control with, or that controls NSV. For the avoidance of doubt, any such Person shall cease to be an "Affiliate" of such party under this Agreement when such Person is no longer directly or indirectly controlled by, under common control with, or controlling such party. For purposes of this definition, "controls," "control" and "controlling" mean the direct or indirect ownership or control (whether through contract or otherwise) of shares entitled to more than fifty percent (50%) of the vote for the election of directors in the case of corporate entities and in the case of non-corporate entities, more than fifty percent (50%) of the equity interest with the power to direct management policies, or the direct or indirect power to direct or cause the direction of the management or policies of the party.

1.2 "**Intellectual Property**" means all trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, patents and patent rights, utility models and utility model rights, copyrights, mask work rights, brand names, trade dress, product designs and concepts, product packaging, business and product names, logos, slogans, rights of publicity, Trade Secrets, inventions (whether patentable or not), invention disclosures, improvements, processes, formulae, industrial models, processes, designs, specifications, technology, methodologies, computer software (including all source code and object code), firmware, development tools, flow charts, annotations, all Web addresses, sites and domain names, all data bases and data collections and all rights therein, any other confidential and proprietary right or information, whether or not subject to statutory registration, and all related technical information, manufacturing, engineering and technical drawings, know-how and all pending applications for and registrations of patents, utility models, trademarks, service marks and copyrights, and the right to sue for past

infringement, if any, in connection with any of the foregoing, and all documents, disks, records, files and other media on which any of the foregoing is stored.

1.3 **"NSV Confidential Information"** means all information, procedures, results, conclusions, and the like including NSV's Intellectual Property, and information relating to NSV's business operations, know-how and trade secrets, including, without limitation, documents, scientific, business, financial and marketing plans, technology and product roadmaps, present and future product integration plans, information on strategic partnerships and alliances and customer relationships, and other technical and business information.

1.4 **"Patent Portfolio"** means the patents identified in Exhibit A attached hereto.

1.5 **"Patent Portfolio Intellectual Property"** means all rights to the Patent Portfolio including all Intellectual Property related thereto, and including but not limited to any and all related Intellectual Property and Related Trade Secrets that are owned by Assignor or are licensed to Assignor or were developed or created by or for Assignor and have been, are being and/or are presently proposed to be used in, and/or are necessary or desirable for the conduct of the business of exploiting the Patent as presently conducted or as proposed to be conducted.

1.6 **"Patent Product"** means any product developed by NSV or its Affiliates which, but for the assignment of the Patent Portfolio to NSV would infringe one or more claim(s) of the Patent Portfolio.

1.7 **"Person"** means an individual, partnership, corporation, joint stock company, estate, trust (including a business trust), limited liability company, unincorporated association, joint venture or other entity or a governmental authority.

1.8 **"Related Trade Secrets"** Any Trade Secrets that arise out of the collaboration between Assignor and NSV, which are made solely by NSV, solely by Assignor or jointly with Assignor, conceived or reduced to practice alone or with others, prior to the Effective Date and for one year thereafter, and which relate to the Patent Portfolio Intellectual Property ("Related Trade Secrets").

1.9 **"Third Party"** means any Person other than NSV or Assignor, or any of their respective Affiliates.

1.10 **"Trade Secrets"** Any and all procedures and plans, including, without limitation, product development plans, analytical methods and procedures, manufacturing information and procedures such as formulations, processes and equipment, technical and engineering data, vendor names, other vendor information, purchasing information, financial information, service and operational manuals and documentation therefor, ideas for new products and services and other such information which relates to the Patent Portfolio or Patent Products, and which is not generally known within the industry in which Assignor competes.

2. Assignment.

2.1 Assignor hereby agrees to and does irrevocably assign to NSV, without further consideration (except as set forth in this Agreement), all of Assignor's right, title and interest in and to the Patent Portfolio and all of the Patent Portfolio Intellectual Property along with any invention, creation, discovery, original work of authorship, development, concept, improvement or Trade Secret, developed or reduced to practice related thereto and including, without limitation, additions to the foregoing to the extent Assignor presently has or may acquire anywhere in the world any right, title or interest in or to any of the foregoing, free and clear of all liens and encumbrances, all of which shall be the sole property of the NSV, whether or not patentable.

2.2 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively, "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Assignor hereby waives any rights to contest, release any and all claims with respect to, ratify and consent to any action of NSV that would violate such Moral Rights in the absence of such waiver/release/ratification/consent. Assignor will confirm any such waivers, releases, ratifications and consents from time to time as requested by NSV. Assignor agrees not to raise or bring any claim, demand or suit against NSV based on any claimed Moral Rights in any Patent Portfolio Intellectual Property

2.3 Assignor shall cooperate with NSV in NSV's efforts to perfect its rights to the Patent Portfolio Intellectual Property, including but not limited to existing patent, copyright, trade secrets, other Intellectual Property and personal property rights, and shall execute assignments and any other documents reasonably necessary to enable NSV to perfect its property rights in those items. Without limiting the foregoing in any way, Assignor shall execute and deliver to the NSV, within 15 days of the execution of this Agreement, the Assignment of Patent attached hereto as Exhibit B. Assignor shall assist NSV, or its designee in every proper way to assure NSV's rights in and to the Patent Portfolio Intellectual Property and any copyrights, patents or other intellectual property rights relating thereto in any and all countries, including the disclosure to NSV of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments that NSV shall deem necessary in order to apply for and obtain such rights, title and interest in and to such Patent Portfolio Intellectual Property, and any copyrights, patents or other intellectual property rights relating thereto. Assignor further agrees that their obligation to execute or cause to be executed, when it is in their power to do so, any such instruments or papers shall continue after the termination of this Agreement.

2.4 If NSV is unable for any reason to secure the signature of Assignor authorized representative to apply for or to pursue any application for any United States or foreign patent or copyright registrations covering the Patent Portfolio Intellectual Property or original works of authorship assigned to NSV, as above, then Assignor hereby irrevocably designates and appoints NSV as their agent and attorney in fact, to act for and on its behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the production and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by an authorized representative of the Assignor.

2.5 Assignor shall document all Related Trade Secrets and provide such documentation to NSV upon execution of this Agreement.

2.6 NSV agrees to grant to Assignor a royalty-free license under the Patent Portfolio and all of the Patent Portfolio Intellectual Property for such specific non-Medical applications as Assignor may reasonably request from time to time, the legal terms and conditions of which shall be agreed upon by the parties.

3. **Representations, Warranties and Covenants.** The Assignor hereby represents and warrants and covenants to NSV the following:

3.1 Assignor has good and marketable title to the Patent Portfolio Intellectual Property free and clear of any pledges, liens, encumbrances, security interests, equities, charges, and restrictions of any nature whatsoever; and

3.2 To the best of Assignor's knowledge, the Patent Portfolio Intellectual Property being assigned hereunder does not infringe the rights of any Third Parties.

3.3 Assignor has full right, power, and authority to enter into this Agreement and provides the assignment specified herein and that this Agreement will not conflict with any other agreement or obligation of Assignor.

3.4 Assignor shall not bring any claim against NSV (or any party authorized by NSV) for any infringement of Assignor's intellectual property rights for any use or other exploitation by NSV (or any such party authorized by NSV) of the Patent Portfolio Intellectual Property including, without limitation, the Trade Secrets, Related Trade Secrets or processes, inventions, ideas used by NSV in connection with his making, using or selling Patent Products or any products utilizing the Patent Portfolio Intellectual Property.

4. **Confidentiality Obligations.**

4.1 Assignor acknowledges that, in furtherance of this Agreement, they have and will receive from NSV Confidential Information. Assignor shall not disclose, make use of and shall prevent disclosure of the NSV Confidential Information during the term of this Agreement and for a period of five (5) years from the termination or expiration of this Agreement. NSV Confidential Information shall not include information that:

(a) is or later becomes generally available to the public by use, publication or the like, through no fault of Assignor; or

(b) is obtained from a Third Party who had the legal right to disclose the same to Assignor without violating any obligations to keep such information confidential.

4.2 Equitable Relief. Assignor acknowledges that a breach of this Article 4 cannot reasonably or adequately be compensated in damages in an action at law and that such a breach shall cause NSV irreparable injury and damage. By reason thereof, Assignor agrees that NSV shall be entitled, in addition to any other remedies it may have under this Agreement or

otherwise, to preliminary and permanent injunctive and other equitable relief to prevent or curtail any breach of the obligations relating to the NSV Confidential Information set forth herein. Assignor agrees that the existence of any claim, demand, or cause of action of it against NSV, whether predicated upon this Agreement, or otherwise, shall not constitute a defense to the enforcement by NSV, or its successors or assigns, of the obligations relating to NSV Confidential Information set forth herein.

5. **Indemnity.** Indemnity by Assignor. Assignor shall indemnify and hold NSV and its officers, directors, employees and agents harmless from all liabilities, losses, damages, costs, expenses, judgments, settlements and attorneys' fees suffered or incurred by NSV due to a breach of any representation or warranty by Assignor herein.

6. **LIMITATION OF LIABILITY.**

6.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE AGGREGATE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT, EXCLUDING SECTION 5 HEREOF, OR OTHERWISE RELATED TO THE TRANSFER OF THE PATENTS, SHALL IN NO EVENT EXCEED THE FEES LISTED IN SECTION 7.

6.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, OR FOR ANY AMOUNTS REPRESENTING LOSS OF PROFITS OR LOSS OF BUSINESS, WHETHER THE BASIS OF THE LIABILITY IS BREACH OF CONTRACT, TORT, STATUTES, OR ANY OTHER LEGAL THEORY, AND WHETHER SUCH FIRST PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. THE FOREGOING EXCLUSIONS OF DAMAGES ARE NOT INTENDED TO LIMIT THE INDEMNIFICATION OBLIGATIONS HEREUNDER TO THE EXTENT THAT THE THIRD PARTY (OTHER THAN ANY AFFILIATE OF THE INDEMNIFIED PARTY) CLAIMS COVERED BY SUCH OBLIGATIONS INCLUDE THE TYPE OF DAMAGES THAT ARE OTHERWISE EXCLUDED HEREUNDER.

7. **Fees.**

7.1 As consideration for the assignment, NSV will (i) pay to the Assignor an execution fee of ten thousand dollars (\$10,000), within thirty (30) days of the Effective Date ("Execution Fee") and (ii) issue to Assignor Ten Percent (10%) of the shares of NSV common stock outstanding as of the Effective date within thirty (30) days of the Effective Date (the "Equity Payment").

7.2 The Parties hereby acknowledge and agree that as a material consideration of agreeing upon the Equity Payment, the Parties have agreed that Assignor shall not directly or indirectly, through their Affiliates, sublicensees or by aiding any Third Party, challenge the validity, enforceability, patentability or scope of a claim in the Patent Portfolio, a Patent Product, Patent Portfolio Intellectual Property, or Related Trade Secrets ("Patent Challenge") as such Patent Challenge would materially increase NSV's costs associated with its

licensing program related to such Patent Portfolio, Patent Product, Patent Portfolio Intellectual Property and Related Trade Secrets. Therefore, in the event of a Patent Challenge, in addition to any other rights and remedies under this Agreement, at law or in equity, the Equity Payment set forth in this Agreement shall be decreased by fifty percent (50%).

8. Term and Termination.

8.1 Term. This Agreement shall take effect as of the Effective Date and continue through the entire life of the Patent Portfolio and Patent Portfolio Intellectual Property, or unless earlier terminated as set forth herein ("Term").

8.2 Termination.

(a) Termination by mutual agreement. The Parties may at any time terminate this Agreement by written agreement executed by both NSV and Assignor.

(b) Termination for material breach. NSV shall have the right to terminate this Agreement after sixty (60) days prior written notice to the Assignor upon the occurrence of any of the following:

(c) upon or after the bankruptcy, insolvency, dissolution or winding up of the Assignor (other than a dissolution or winding up for the purpose of reconstruction or amalgamation); or

(d) upon or after the breach of any material provision of this Agreement by the Assignor if the Assignor has not cured such breach within the sixty (60) day period following written notice of termination by NSV, or if the breach is incapable of being cured within such sixty (60) day period, provided that a cure has been commenced within such period and the Assignor diligently pursues the cure to completion not later than ninety (90) days following written notification of such breach.

(e) Termination if Assignor Challenges Licensed Patents. NSV may terminate this Agreement for cause at any time after thirty (30) days written notice to Assignor of its intent to so terminate if Assignor, its Affiliates or sublicensees, challenge the validity, enforceability, patentability or scope of a claim of any Patent or Patent Intellectual Property. Any such termination shall not become effective if Assignor has withdrawn such action before the end of the above notice period, provided such withdrawal effectively terminates that action.

8.3 Effect of Termination. Regardless of the termination or expiration of this Agreement for any reason and regardless of the cause, all NSV rights in the Patent Portfolio Intellectual Property including, without limitation, the Trade Secrets, Related Trade Secrets or processes, inventions, ideas used by NSV in connection with its making, using or selling Patent Products or any products utilizing the Patent Intellectual Property, shall continue in full force and effect. ASSIGNOR'S SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR MONETARY DAMAGES FOR ANY BREACH OF THIS AGREEMENT BY NSV. In addition, the following shall survive termination of this Agreement: Any NSV payment

obligations which arose prior to such termination and those obligations set forth in Sections 2-6, 10 and Exhibit A which shall survive any termination or expiration regardless of the cause.

8.4 THE PARTIES INTEND FOR THIS AGREEMENT AND THE LICENSES GRANTED HEREIN TO COME WITHIN SECTION 365(n) OF THE U.S. BANKRUPTCY CODE AND, NOTWITHSTANDING THE BANKRUPTCY OR INSOLVENCY OF ASSIGNOR, THIS AGREEMENT AND THE LICENSES GRANTED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT SO LONG AS NSV IS IN MATERIAL COMPLIANCE WITH THE TERMS AND CONDITIONS HEREOF.

9. **Miscellaneous Provisions.**

9.1 Relationship of Parties. The relationship of the Parties established by this Agreement is solely that of independent contractors, and nothing shall be deemed to create or imply any employer/employee, principal/agent, partner/partner or co-venturer relationship, or that the Parties are participants in a common undertaking. Neither Party shall have the right to direct or control the activities of the other Party or incur, assume or create any obligation, representation, warranty or guarantee, express or implied, on behalf of the other Party or bind such other Party to any obligation for any purpose whatsoever.

9.2 Force Majeure Event.

(a) NSV shall not be considered in default in performance of their obligations hereunder to the extent that performance is delayed, hindered or prevented by a Force Majeure Event, but only to the extent and only for the period that its performance of such obligations is prevented by the Force Majeure Event. "Force Majeure Event" means any event or condition, not existing as of the date of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of NSV, which prevents in whole or in material part the performance by NSV of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make such performance commercially unreasonable, including without limitation riots, civil or military disturbances, war, prolonged shortage of energy supplies, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning, and explosion. NSV shall promptly notify Assignor in writing, but in no event later than ten (10) calendar days of the occurrence, should any such cause arise and shall promptly take steps to remedy any delay or failure in performance upon removal of the circumstances causing such delay or failure. Assignor shall have the right to terminate this Agreement if NSV's performance under this Agreement has been suspended for more than a six (6) month period by reason of this Section 9.2, by providing NSV with thirty (30) day written notice of such termination.

(b) During the period that the performance by NSV of its obligations under this Agreement has been suspended by reason of a Force Majeure Event, Assignor may likewise suspend the performance of all or part of its obligations hereunder to the extent that such suspension is commercially reasonable.

9.3 Entire Agreement. This Agreement, including Exhibit A attached hereto and incorporated as an integral part of this Agreement, constitutes the entire agreement of

the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter in any way.

9.4 No Waiver; Amendment. No waiver of any term or condition of this Agreement shall be valid or binding on any Party unless agreed to in writing by the Party to be charged. No course of dealing between or among any Persons having any interest in this Agreement shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Person under or by reason of this Agreement. The failure of either Party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other Party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of either Party to enforce each and every such provision thereafter. This Agreement may not be amended or modified except by the written agreement of the Parties.

9.5 Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall remain, nevertheless, in full force and effect. The Parties agree to renegotiate in good faith, or request the court to rewrite, any term held invalid and to be bound by the mutually agreed substitute provision in order to give the most approximate effect intended by the Parties.

9.6 Assignment. NSV may assign this Agreement and all of its rights and obligations hereunder, without the consent of Assignor, to an entity that acquires all or substantially all of the business or assets of NSV (or the business or assets to which this Agreement pertains) whether by merger, consolidation, reorganization, acquisition, sale, license or otherwise. This Agreement shall be binding upon and shall inure to the benefit of, the Parties and their Affiliates and their respective successors and permitted assigns. Except as expressly provided heretofore, no Party or its Affiliates may assign any rights or delegate any duties, except as otherwise authorized hereunder, under this Agreement to any Third Party without the prior written consent of the other Party. Any attempted assignment in violation of this Section 9.6 shall be null, void and of no legal effect.

9.7 Governing Law. This Agreement shall be governed by, and interpreted and construed in accordance with the laws of the California, without reference to rules of conflicts or choice of laws, except that the federal law of the United States of America shall apply to question regarding the validity, infringement or enforceability of United States federal patent, copyright and trademark rights relating in any way to this Agreement.

9.8 Remedies. The exercise of any remedies hereunder shall be cumulative and in addition to and not in limitation of any other remedies available to such Party at law or in equity.

9.9 Counterparts; Facsimile. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together,

shall constitute one instrument. For purposes hereof, a facsimile copy of this Agreement, including the signature pages hereto, shall be deemed to be an original.

9.10 Notices. All notices required to be given under this Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered or sent by confirmed telecopy (with hard copy to follow); (b) one (1) business day after sent by reputable overnight express courier (charges prepaid); or (c) five (5) business days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another address is specified in writing, such notices to NSV and Assignor shall be sent to the addresses indicated below:

If to NSV: NSVASCULAR, INC.
10960 Wilshire Blvd., Suite 1230
Los Angeles, CA 90024
Attention: Leon Ekchian
Facsimile No.: (310) 479-3114

with a copy to:
Plaza Tower
600 Anton Boulevard
Suite 2000
Costa Mesa, CA 92626
F: (714) 800-1499
Attn: David Hayes, Esq.
Facsimile No.: (949) 932-3601

If to Assignor: TiNi Alloy Company
2577 Buena Vista Way
Berkeley, CA 94708
Attn: Alfred David Johnson, Ph.D.

9.11 Press Releases and Announcements. Any press release or other publicity by either Party concerning the transactions contemplated by this Agreement requires the prior written consent the other Party, such consent not to be unreasonably withheld.

9.12 Dispute Resolution. In the event that the Parties cannot agree on certain matters falling within the scope of mutual agreement, then the CEO of NSV (or a designee thereof) shall meet with the Assignor (or a designee thereof) at an agreed location or by telephone to resolve the disagreement within twenty (20) days of the meeting at which such disagreement occurred. If such officers of the Parties (or their designees) are unable to resolve the disagreement within an additional thirty (30) day period then if the Parties are still unable to mutually agree to a resolution to the dispute then each Party shall be free to pursue any and all remedies that are available to them.

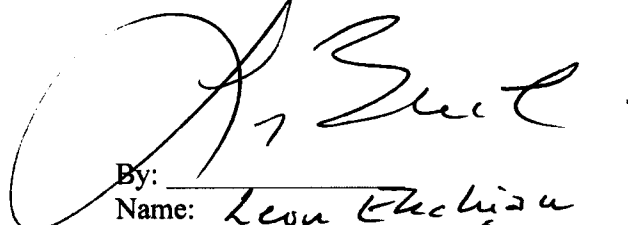
9.13 Representation. The parties acknowledge that each party has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law, including but not limited to Section 1654 of the California Civil Code, or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived.

9.14 Currency. All monetary amounts stated in this Agreement are in U.S. dollars.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

NSVASCULAR INC.,
a Delaware Corporation.


By: _____
Name: Leon E. Eick
Title: President & CEO

TiNi Alloy Company,
a California Corporation

By: Alfred David Johnson
Name: ALFRED DAVID JOHNSON
Title: PRESIDENT

Exhibit A
Patent Portfolio

Registered Patents

Patent	Registration No. and Country	Issue Date
Method for Sputtering TiNi Shape Memory Alloys	US 6533905	3/18/2003
Method of Accurately Measuring Compositions of Thin Film Shape Memory Alloy	US 6620634	9/16/2003
Methods of Fabricating High Transition Temperature SMA, and SMA Materials Made by the Methods	US 6669795	12/30/2003
Three Dimensional Thin Film Devices and Methods of Fabrication	US 6746890	6/8/2004
Method of Fabrication of Free Standing Shape Memory Alloy Thin Film	US 6790298	9/14/2004
Shape Memory Alloy Thin Film, Method of Fabrication, and Articles of Manufacture	US 7540899	6/2/2009
Tear-Resistant Thin Film Methods of Fabrication	US 7763342	7/27/2010
Thin-Film Shape Memory Alloy Device and Method	US 7981258	7/19/2011
Method and Devices for Preventing Restenosis in Cardiovascular Stents	US 8007674	8/30/2011

Pending Patent Applications

Patent	Application Number and Country	Application Date
Three Dimensional Thin Film Devices and Methods of Fabrication	Europe	

Exhibit B
Form of Patent Assignment

PATENT ASSIGNMENT

This Patent Assignment (this "Patent Assignment") is delivered pursuant to that certain PATENT ASSIGNMENT AGREEMENT (the "Agreement"), effective as of May 11, 2012, by and between NSVascular, Inc., a Delaware Corporation ("NSV"), having its principal place of business at 10960 Wilshire Blvd., Suite 1230, Los Angeles, CA 90024 and TiNi Alloy Company ("Assignor") Capitalized terms used in this Patent Assignment without definition have the respective meanings given to them in the Agreement

Assignor is the owner of all right, title and interest in and to the patents, patent applications and invention disclosures specifically listed in Annex A to this Patent Assignment (the "IP Rights"). NSV is desirous of acquiring all of the Seller's rights in the IP Rights. Assignor has delivered this instrument signed by Assignor to enable NSV to file it with any appropriate governmental authority to indicate ownership of the Intellectual Property described below and for the other purposes set forth in this instrument. This instrument supplements and is in addition to all other rights of NSV under the Agreement and other instruments of transfer delivered in connection with the Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which Assignor acknowledges, and by signing and delivering this instrument, Assignor sells, assigns, transfers, conveys, and delivers to the Purchaser all of the Seller's right, title, and interest in and to:

- (a) the IP Rights; and
- (b) the following properties and rights with respect to the IP Rights:
 - (i) the inventions claimed or described in the patents or applications;
 - (ii) any patents in the United States and anywhere else in the world and patent applications that have been or may be granted or filed, respectively, with respect to those inventions, including without limitation all foreign patents that may claim priority based on and correspond to the patents listed in Annex A;
 - (iii) all divisions, renewals, reissues, continuations, extensions and continuations-in-part of the foregoing patents;
 - (iv) all income, royalties, damages and payments due or payable to the Seller with respect to the patents, including without limitation unpaid damages and payments for past, present and future infringements of any patent; and
 - (v) all rights to sue and recover damages and payments for past, present and future infringements of any of the patents, including the right to fully and entirely replace the Seller in all related matters.

The foregoing rights in and under the IP Rights shall apply to the full end of their terms as fully as Assignor would have held the same in the absence of this assignment. As of the date set forth below, the Purchaser has succeeded to all right, title and standing of Assignor to (a) receive all rights and benefits pertaining to the IP Rights, and (b) commence, prosecute, defend and settle all claims and take all actions that NSV, in its sole discretion, may elect in relation to the IP Rights. This Patent Assignment (a) is irrevocable and effective upon the Assignor's signature to and delivery of a manually signed copy of this instrument or facsimile or email transmission of the signature to this instrument, (b) benefits and binds the parties to the Agreement and their respective successors and assigns, (c) does not modify or affect, and is subject to, the provisions of the Agreement and (d) may be signed in counterparts.

The undersigned has signed this Patent Assignment on 14 May, 2012.

TiNi Alloy Company

By: Alfred David Johnson
Name: ALFRED DAVID JOHNSON
Title: PRESIDENT

STATE OF: California
COUNTY OF: Alameda

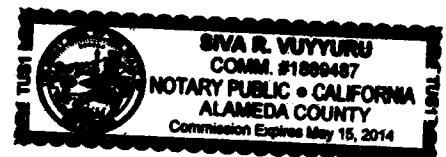
On MAY 14th 2012 before me, SIVA R VUYYURU (the undersigned notary), personally appeared Alfred David Johnson personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Siva R Vuyyuru
Notary Public

My commission expires: MAY 15 2014

(Notary Seal)



ANNEX A TO PATENT ASSIGNMENT

Registered Patents

Patent	Registration No. and Country	Issue Date
Method for Sputtering TiNi Shape Memory Alloys	US 6533905	3/18/2003
Method of Accurately Measuring Compositions of Thin Film Shape Memory Alloy	US 6620634	9/16/2003
Methods of Fabricating High Transition Temperature SMA, and SMA Materials Made by the Methods	US 6669795	12/30/2003
Three Dimensional Thin Film Devices and Methods of Fabrication	US 6746890	6/8/2004
Method of Fabrication of Free Standing Shape Memory Alloy Thin Film	US 6790298	9/14/2004
Shape Memory Alloy Thin Film, Method of Fabrication, and Articles of Manufacture	US 7540899	6/2/2009
Tear-Resistant Thin Film Methods of Fabrication	US 7763342	7/27/2010
Thin-Film Shape Memory Alloy Device and Method	US 7981258	7/19/2011
Method and Devices for Preventing Restenosis in Cardiovascular Stents	US 8007674	8/30/2011

Pending Patent Applications

Patent	Application Number and Country	Application Date
Three Dimensional Thin Film Devices and Methods of Fabrication	Europe	

ANNEX A TO PATENT ASSIGNMENT

Registered Patents

Patent	Registration No. and Country	Issue Date
Method for Sputtering TiNi Shape Memory Alloys	US 6533905	3/18/2003
Method of Accurately Measuring Compositions of Thin Film Shape Memory Alloy	US 6620634	9/16/2003
Methods of Fabricating High Transition Temperature SMA, and SMA Materials Made by the Methods	US 6669795	12/30/2003
Three Dimensional Thin Film Devices and Methods of Fabrication	US 6746890	6/8/2004
Method of Fabrication of Free Standing Shape Memory Alloy Thin Film	US 6790298	9/14/2004
Shape Memory Alloy Thin Film, Method of Fabrication, and Articles of Manufacture	US 7540899	6/2/2009
Tear-Resistant Thin Film Methods of Fabrication	US 7763342	7/27/2010
Thin-Film Shape Memory Alloy Device and Method	US 7981258	7/19/2011
Method and Devices for Preventing Restenosis in Cardiovascular Stents	US 8007674	8/30/2011

Pending Patent Applications

Patent	Application Number and Country	Application Date
Three Dimensional Thin Film Devices and Methods of Fabrication	Europe	