

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3560463

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KIPS BAY MEDICAL, INC.	09/24/2015
RECEIVING PARTY DATA	
Name:	NEOGRAFT TECHNOLOGIES, INC.
Street Address:	470 CONSTITUTION DRIVE
Internal Address:	SUITE B
City:	TAUNTON
State/Country:	MASSACHUSETTS
Postal Code:	02780
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	8057537
Patent Number:	8172746
Application Number:	12482978
Patent Number:	7998188
Patent Number:	8382814
Patent Number:	8747451
Patent Number:	8906082
Application Number:	14448694
Patent Number:	8353814
CORRESPONDENCE DATA	
Fax Number:	(650)493-6811
<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>	
Phone:	(650) 493-9300
Email:	patentdocket@wsgr.com
Correspondent Name:	WILSON SONSINI GOODRICH & ROSATI
Address Line 1:	650 PAGE MILL ROAD
Address Line 4:	PALO ALTO, CALIFORNIA 94304-1050
ATTORNEY DOCKET NUMBER:	47510-700

NAME OF SUBMITTER:	DAVID VAN GOOR
SIGNATURE:	/David Van Goor/
DATE SIGNED:	10/07/2015
Total Attachments: 3 source=Kips Bay Assignment of Patents - 9-24-15 (fully signed) (2)#page1.tif source=Kips Bay Assignment of Patents - 9-24-15 (fully signed) (2)#page2.tif source=Kips Bay Assignment of Patents - 9-24-15 (fully signed) (2)#page3.tif	

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS is made as of this 24th day of September, 2015, by Kips Bay Medical, Inc., a Delaware corporation (the "Assignor"), to NeoGraft Technologies, Inc., a Delaware corporation (the "Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of September 24, 2015 pursuant to the terms and conditions of which Assignor shall sell, transfer, assign and deliver to Assignee, and Assignee shall purchase and acquire from Assignor, all of Assignor's right, title and interest in and to all of the Purchased Assets (as defined therein) including, without limitation, the Patents (as defined below); and

WHEREAS, Assignor is the owner of certain unexpired patents, patent applications and disclosures of inventions, and any improvements, continuations, continuations-in-part, divisionals, extensions, renewals, reissues, patents of addition, registrations, confirmations, supplementary protection certificates, term extensions (under applicable patent law or regulation or other law or regulation), reexaminations or substitutions thereof, any subsequent filings in any country claiming priority to or the benefit of the filing date of any of the foregoing and any and all discoveries or inventions disclosed in any of the foregoing whether or not embodied within the foregoing, and any right (whether obtained by license or otherwise) to use or exploit any of the foregoing, in each case, relating to the eSVS mesh technology, including without limitation, the patents and patent applications listed on Schedule A attached hereto and the invention or inventions described therein (collectively, the "Patents"); and

WHEREAS, Assignor wishes to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in and to the Patents,

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in and to the Patents, all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the date of this Assignment of Patents, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment of Patents had not been made.

Assignor requests that the Commissioner of Patents and Trademarks, any other governmental or judicial entity and any and all foreign countries record Assignee as the assignee and owner of the Patents.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents shall be governed by, and construed and enforced in accordance with, the substantive laws of The Commonwealth of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of The Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than The Commonwealth of Massachusetts.

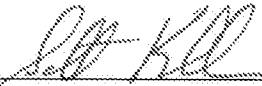
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PATENT
REEL: 036750 FRAME: 0528

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Patents to be duly executed as of the date first above written as an instrument under seal.

ASSIGNOR:

Kips Bay Medical, Inc.

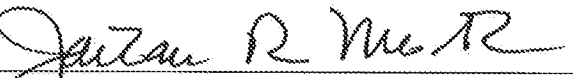
By: 

Name: Scott Kellen

Title: CEO & CFO

ASSIGNEE:

NeoGraft Technologies, Inc.

By: 

Name: Jonathan R. McGrath

Title: President & CEO

SCHEDULE A

Title	Docket No.	Country	Status	Application number	Patent	Date
Compliant Venous Graft	2007-3558.ORM	US	Issued	10/834,360	8,057,537	4/28/2004
	2009-3963.DIV	US	Issued	12/388,702	8,172,746	2/19/2009
	2009-4143.DIV	US	Pending	12/482,978		6/11/2009
Compliant Blood Vessel Graft	2007-3566.CPP	US	Issued	11/797,648	7,998,188	5/4/2007
	2009-4261.EP	EP	Pending	2008747464		5/2/2008
	2009-4264.ZA	ZA	Issued	2009/08391	2009/08391	5/3/2008
	2009-4263.JP	JP	Issued	201006671	5,331,101	5/4/2008
	2009-4262.CA	CA	Pending	2686241		5/5/2008
Graft Apparatus	2011-4795.CIP	US	Issued	13/209,517	8,382,814	8/15/2011
	2012-5246.CON	US	Issued	13/745,999	8,747,451	6/10/2014
	2013-5450.DCA	US	Issued	14/048,864	8,906,082	10/8/2013
	2014-5707.CDP	US	Pending	14/448,694		7/31/2014
	2007-3562.ORM.CA	CA	Issued	2523812	2523812	4/28/2004
Compliant Venous Graft	2007-3563.ORM.JP	JP	Issued	2006513369	4,692,902	4/28/2004
	2007-3565.ORM.ZA	ZA	Issued	2005/08920	2005/08920	4/28/2004
	2007-3564.ORM.EP	EP	Issued	4760409.5	1,626,679	4/28/2004
	2008-3801.ORI	US	Issued	12/248,233	8,353,814	10/9/2008
	2011-4690.WP.CA	CA	Issued	2737037	2737037	10/9/2009
Apparatus and method for mounting and external scaffold to a vascular graft	2011-4689.WP.EP	EP	Pending	2009819881		10/9/2009
	2011-4691.WP.JP	JP	Granted	2011531173	5738767	10/9/2009

[Schedule A to Assignment of Patents]