

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3588579

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	RICHARD R. NEWHAUSER	08/21/2015
	MARK W. ASKEW	10/26/2015
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:	14433786
CORRESPONDENCE DATA		
Fax Number:	(650)212-7562	
<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:	650-212-1700	
Email:	info@shayglenn.com	
Correspondent Name:	SHAY GLENN LLP	
Address Line 1:	2755 CAMPUS DRIVE, SUITE 210	
Address Line 4:	SAN MATEO, CALIFORNIA 94403	
ATTORNEY DOCKET NUMBER:	11041-721.US0	
NAME OF SUBMITTER:	JENNIFER CAPIZZI	
SIGNATURE:	/Kathleen R. Kelleher, Reg. No. 62,230/	
DATE SIGNED:	10/27/2015	
Total Attachments: 4		
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source=11041-721-US0_Assignment#page2.tif		
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source=11041-721-US0_Assignment#page4.tif		

RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

<p>1. Name of conveying party(ies):</p> <p>(1) Richard R. NEWHAUSER (2) Mark W. ASKEW</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: AVINGER, INC. 400 Chesapeake Drive Redwood City, CA 94063</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>EXECUTION DATE(S): (1) 08/21/2015 (2) 10/26/2015</p>	<p>Name and address of receiving party(ies):</p> <p>Name:</p> <p>Street Address:</p> <p>City: State: Zip:</p> <p>Country:</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>4. Application number(s) or patent number(s):</p> <p>If this document is being filed together with a new application, the execution date of the application is:</p>	
<p>A. Patent Application No.(s) – 14/433,786</p> <p>Title: OCCLUSION-CROSSING DEVICES</p>	<p>B. Patent No.(s)</p>
<p align="center">Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Kathleen R. Kelleher Shay Glenn LLP 2755 Campus Drive, Suite 210 San Mateo, CA 94403</p>	<p>6. Total number of applications and patents involved: <u>1</u></p>
<p>7. Total fee (37 CFR 1.21(h)(1)): \$0.00</p> <p><input checked="" type="checkbox"/> None required. Please charge fees to Deposit Account No. 50-4050.</p>	
<p>DO NOT USE THIS SPACE</p>	
<p>8. Statement and signature.</p> <p><i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i></p>	
<p>Kathleen R. Kelleher, Reg. No. 62,230</p> <p>Name of Person Signing</p>	<p align="center">_____/Kathleen R. Kelleher/ Signature</p>
<p align="right">October 27, 2015 Date</p>	
<p>Total number of pages including cover sheet, attachments, and documents: 4</p>	

This Assignment of Patent Application is between:

Richard R. NEWHAUSER of Redwood City, CA; and
Mark W. ASKEW of San Francisco, 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 referred to as "Assignee").

WHEREAS Inventor has invented certain new and useful improvements in:

"OCCLUSION-CROSSING DEVICES"

for which an application for a United States Patent was filed on **April 6, 2015** and assigned Application No. **14/433,786** and is a 371 of **PCT/US2013/064346** filed **October 10, 2013**.

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest of each inventor 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,

ASSIGNMENT OF PATENT APPLICATION

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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.

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

8.21.15

Date _____

Richard R. NEWHAUSER

Date _____

Mark W. ASKEW

ASSIGNMENT OF PATENT APPLICATION**SG Docket No.: 11041-721.US0**

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.

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

Date

10-26-2015

Date

Richard R. NEWHAUSER



Mark W. ASKEW