

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3982391

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ASHOK GOWDA	05/16/2014
ROGER J. MCNICHOLS	02/04/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	VISUALASE, INC.
<b>Street Address:</b>	710 MEDTRONIC PARKWAY
<b>City:</b>	MINNEAPOLIS
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55432-5604
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15221862
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(248)641-0270
<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>	
<b>Phone:</b>	(248) 641-1271
<b>Email:</b>	troydocketing@hdp.com, pneal@hdp.com
<b>Correspondent Name:</b>	HARNESS, DICKEY & PIERCE, P.L.C.
<b>Address Line 1:</b>	P.O. BOX 828
<b>Address Line 4:</b>	BLOOMFIELD HILLS, MICHIGAN 48303
<b>ATTORNEY DOCKET NUMBER:</b>	5074A-000158-US-DVC
<b>NAME OF SUBMITTER:</b>	RICHARD W. WARNER
<b>SIGNATURE:</b>	/Richard W. Warner/
<b>DATE SIGNED:</b>	07/28/2016
<b>Total Attachments: 17</b>	
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## ASSIGNMENT

THIS ASSIGNMENT, made this 16th day of May, 2014 by Ashok Gowda, addressed c/o Visualase, Inc., 8058 El Rio Street, Houston, Texas 77054; (hereinafter together referred to as Assignors);

WHEREAS, Assignors have invented certain new and useful inventions, entitled "SYSTEMS AND METHODS FOR THERMAL THERAPY", set forth in an application United States Patent Application Serial No.: 12/418,562, filed on April 3, 2009; and set forth in an application Patent Cooperation Treaty International Application Serial No. PCT/US09/39568, filed on April 3, 2009;

WHEREAS, Visualase, Inc., a Company organized under and pursuant to the laws of DELAWARE, having its principal place of business at 8058 El Rio Street, Houston, Texas 77054 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions, and improvements thereon, and in and to said application for Letters Patent of the United States, and any Letters Patent of the United States, and of foreign jurisdictions, to be obtained therefor and thereon, as well as the right of action and all other rights, including the right to sue or otherwise bring action and to collect and receive damages therefrom for past infringement thereof, and to collection of reasonable royalties based on provisional rights thereof;

NOW, THEREFORE, in recognition of good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, their entire right, title and interest in and to the above-mentioned inventions and said improvements, whether patentable or not, and said application for Letters Patent, and in and to any and all patent applications claiming priority therefrom including, but not

limited to, all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under all available International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said inventions and improvements in any foreign country including, but not limited to, all divisions, continuations, continuations-in-part thereof, and further including, but not limited to, extensions, renewals, substitutes and reissues granted for said inventions and improvements in any foreign country, 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 such Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made;

AND for the same consideration, Assignors hereby sell, assign, transfer and set over to Assignee, any and all claims and demands that Assignors may have against any person or entity relating to the right, title and interest in and to said inventions and improvements thereon, and said application for Letters Patent of the United States, and any Letters Patent of the United States, and of foreign jurisdictions, or other rights to be obtained therefor and thereon, including but not limited to, any claim of infringement of rights, including provisional rights, whether heretofore or hereafter accrued, together with the right to retain for Assignee any and all sums that Assignee may obtain or recover as a result of the assertion or enforcement of any such claim or demand;

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 Assignee under law or that have already been transferred to Assignee, Assignors are the lawful owners of the entire right, title and interest captioned herein in and to the said inventions and improvements thereon, and said application for Letters Patent above-mentioned, and any Letters Patent of the United States and of any foreign jurisdiction to be obtained therefor and thereon, 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 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 for the same consideration, Assignors hereby authorize and request the United States Commissioner for Patents, and any officials of foreign countries

whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to Assignee, for the sole use and benefit of Assignee, its successors, legal representatives and assigns;

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

Undersigned:

Ashok Gowda

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

ACKNOWLEDGMENT

Ashok Gowda

5/16/2014

Ashok Gowda

The State of Texas

County of Harris

Before me, a Notary Public, on this day personally appeared

Ashok Gowda, known to me ~~(or proved to me on the oath~~  
~~of \_\_\_\_\_)~~ to be the person whose name is subscribed to the  
forgoing instrument and acknowledged to me that he executed the same for the  
purpose and consideration therein expressed.

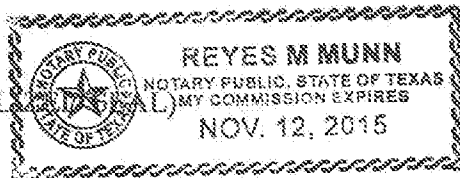
Given under my hand and seal of office this 16th day of

May, 2014

Reyes M. Munn

Notary Public, State of Texas

(PERSONAL SEAL)



Reyes M. Munn

(Print name of Notary Public here)

My commission expires the 12th day of November, 2015

## **Confidentiality, Proprietary Information and Inventions Agreement (Employees)**

In consideration of my employment by Visualase, Inc. (the “**Company**”), the Company’s promise to disclose to me its confidential, trade secrets and Proprietary Information (as defined below), the compensation now and hereafter paid to me, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees with the Company as follows:

### **1. Recognition of Company’s Rights; Nondisclosure.**

At all times during the term of my employment and thereafter, I will hold in strictest confidence and will not disclose, discuss, transmit, use, lecture upon, or publish any of the Company’s Proprietary Information (defined below), except as such disclosure, discussion, transmission, use, or publication may be required in connection with my work for the Company, or unless the President or the Board of Directors of the Company expressly authorizes such in writing. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns and that the Company and its assigns shall be the sole owner of all patent rights, copyrights, trade secret rights, and all other rights throughout the world (collectively, “**Proprietary Rights**”) in connection therewith.

The term “**Proprietary Information**” shall mean trade secrets, confidential knowledge, data, or any other proprietary information of the Company and each of its subsidiaries or affiliated companies. By way of illustration but not limitation, “Proprietary Information” includes (a) inventions, trade secrets, ideas, processes, formulas, data, lists, programs, other works of authorship, know-how, improvements, discoveries, research, developments, designs, and techniques relating to the business or proposed business of the Company and that were learned or discovered by me during the term of my employment with the Company, (hereinafter, included Proprietary Information is collectively referred to as “**Inventions**”); (b) information regarding research plans, development plans, new products and services, marketing and selling plans, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers, customer lists and customers, projections, business models, schematics, drawings charts, artwork, strategies and specifications that were learned or discovered by me during the term of my employment with the Company; and (c) information regarding the background, skills, personal information and compensation of other employees of the Company.

### **2. Third Party Information.**

I understand, in addition, that the Company may from time to time receive from third parties confidential or proprietary information (“**Third Party Information**”) subject to a duty on the Company’s part to maintain the confidentiality of such information and to use it only for certain limited purposes. At all times during the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose, discuss, transmit, use, lecture upon, or publish any Third Party Information, except as such disclosure, discussion, transmission, use, or publication may be required in connection with my work for the Company, or unless the President or the Board of Directors of the Company expressly authorizes such in writing.

### **3. Assignment of Inventions.**

3.1 I hereby assign to the Company all my right, title, and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto), whether or not patentable or registrable under copyright or similar statutes, that were made or conceived or reduced to practice by me, either alone or jointly with others, during the period of my employment with the Company.



3.2 I acknowledge that all original works of authorship that are made by me (solely or jointly with others) during the term of my employment with the Company and that are within the scope of my employment and protectable by copyright are “**works made for hire**,” as that term is defined in the United States Copyright Act (17 U.S.C. § 101 (1994)). Inventions assigned to the Company by this Section 3 are hereinafter referred to as “**Company Inventions**.”

**4. Enforcement of Proprietary Rights.**

I will assist the Company in every proper way to obtain and from time to time enforce United States and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end I will execute, verify, and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining, and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify, and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company’s request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf to execute, verify, and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph thereon with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, that I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

**5. Obligation to Keep Company Informed.**

During my employment, I will promptly disclose to the Company fully and in writing and will hold in trust for the sole right and benefit of the Company any and all Inventions. In addition, during the first three years after termination of my employment with the Company, I will provide the Company with a complete copy of each patent application filed by me or that names me as an inventor or co-inventor.

**6. Prior Inventions.**

Inventions, if any, patented or unpatented, that I made prior to the commencement of my employment with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on Exhibit A attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed, or reduced to practice or caused to be conceived, developed, or reduced to practice prior to commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement. If disclosure of any such Invention on Exhibit A would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Inventions in Exhibit A but am to inform the Company that all Inventions have not been listed for that reason.

**7. Duty of Loyalty; Other Activities; Non-Solicitation.**

7.1 I will faithfully devote my full professional time, attention, skill and efforts to the performance of job duties for the Company. I acknowledge a duty of loyalty to the Company, and agree not to engage in any activity during my employment by the Company that will or could in any way harm the business, business interests or reputation of the Company. I will not directly or indirectly engage in competition with the Company at any time during the existence of the employment relationship with the Company, and I will not, on my own behalf, or as another's agent, employee, partner, shareholder or otherwise, engage in any duties similar to those required by any position I held with the Company, other than as an employee of the Company pursuant to this Agreement.

7.2 While I am employed by the Company, the Company promises to provide me with specialized training and/or confidential information to enable me to perform my job duties and participate in the Company's business. Throughout my employment by the Company, I will be given access to certain confidential and Company Proprietary Information that is available only to employees of the Company.

7.3 I also recognize that during my employment I will experience a close business relationship with the Company's employees, independent contractors, consultants, business partners, investors, prospects and clients. I recognize that the relationships that I develop with these persons and entities are attributable to my employment by the Company and constitute part of the valuable goodwill of the Company. I agree that both, during and following my employment with the Company, I will not interfere with the goodwill of the Company.

The Company is focused on product development, clinical evaluations, manufacturing, and marketing of advanced laser and image-guided technologies for thermal ablation, to provide physicians with advanced technology for minimally invasive thermal tumor therapy. The Company is based in Houston, Texas; however, the Company also markets and has clients and prospects across the United States and internationally. I recognize that because there is a highly competitive market for the types of products and services commercially undertaken by the Company, the Company faces a legitimate and significant potential for injury from certain adverse solicitations by former employees. In exchange for the provision of specialized training materials and/or confidential information, and in order to facilitate the enforcement of the foregoing obligations, including but not limited to my obligation not to disclose Proprietary Information and protect its goodwill, I agree that upon my separation from employment with the Company for any reason, voluntarily or involuntarily, for a period of one (1) year following the date of separation from employment, I will not, either directly or indirectly, on my own account or as an agent, stockholder, owner, employer, employee or otherwise:

(a) Solicit, hire, assist or in any way encourage any person who was an employee or consultant of the Company, or any subsidiary of the Company, with whom I had contact or worked with during my employment with the Company, to terminate his or her employment or engagement with the Company or subsidiary; nor will I solicit the employment or consulting services of or hire any such former employee or consultant of the Company or any subsidiary of the Company whose employment with the Company has ended for any or reason, as the case may be, for less than six months; or,

(b) Solicit or attempt to solicit, contact, call upon, communicate with, or attempt to communicate with, any Customer of the Company for the purpose of inducing the Customer to buy goods and services substantially similar to those provided by the Company from another person or entity. For purposes of this section, "**Customer**" shall mean any individual, organization, company or business entity that the Company sells goods or services to and that I had contact with or performed services for during my employment with the Company.

**8. No Improper Use of Materials**

I understand that I shall not use the confidential or proprietary information or trade secrets of any former employer or any other person or entity in connection with my employment with the Company. During my employment with the Company, I will not improperly use or disclose any proprietary or confidential information or trade secrets, if any, of any former employer or any other person or entity to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person or entity to whom I have an obligation of confidentiality unless consented to in writing by that former employer, person, or entity.

**9. No Conflicting Obligation.**

I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement between me and any other employer, person or entity. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

**10. Return of Company Documents.**

When I leave the employ of the Company or stop rendering consulting services to the Company, I will deliver to the Company all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information, or Proprietary Information of the Company. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets, electronic and telecommunication systems, computers, laptops and other work areas, is subject to inspection by Company personnel at any time with or without notice.

**11. Legal and Equitable Remedies.**

Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance, or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

**12. Authorization to Notify New Employer.**

I hereby authorize the Company to notify my new employer about my rights and obligations under this Agreement following the termination of my employment with the Company. I also agree to notify my new employer about my rights and obligations under this Agreement following the termination of my employment with the Company.

**13. Notices.**

Any notices required or permitted hereunder shall be given to the appropriate party at the party's last known address. Such notice shall be deemed given upon personal delivery to the last known address or if sent by certified or registered mail, three days after the date of mailing.

**14. General Provisions.**

14.1 Governing Law. This Agreement will be governed by and construed according to the laws of the State of Texas without regard to conflicts of law principles.

14.2 Exclusive Forum. I hereby irrevocably agree that the exclusive forum for any suit, action, or other proceeding arising out of or in any way related to this Agreement shall be in the state or federal courts in Texas, and I agree to the exclusive personal jurisdiction and venue of any court in Harris County, Texas.

14.3 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Company and myself relating to the subject matter hereof and supercedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary, or compensation will not affect the validity or scope of this Agreement. As used in this Agreement, the period of my employment includes any time during which I may be retained by the Company as a consultant.

14.4 Severability.

(a) I acknowledge and agree that each agreement and covenant set forth herein constitutes a separate agreement independently supported by good and adequate consideration and that each such agreement shall be severable from the other provisions of this Agreement and shall survive this Agreement.

(b) I understand and agree that Section 7 of this Agreement is to be enforced to the fullest extent permitted by law. Accordingly, if a court of competent jurisdiction determines that the scope and/or operation of Section 7 is too broad to be enforced or deficient as written, the Company and I intend that the court should reform such provision to such narrower scope and/or operation as it determines to be enforceable, provided, however, that such reformation applies only with respect to the operation of such provision in the particular jurisdiction with respect to which such determination was made. If, however, Section 7 is held to be illegal, invalid, or unenforceable under present or future law, and not subject to reformation, then (i) such provision shall be fully severable, (ii) this Agreement shall be construed and enforced as if such provision was never a part of this Agreement, and (iii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance.

14.5 Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors and assigns.

14.6 Survival. The provisions of this Agreement shall survive the termination of my employment for any reason and the assignment of this Agreement by the Company to any successor in interest or other assignee.

14.7 Employment. I agree and understand that my employment with the Company is at will, which means that either I or the Company may terminate my employment at any time, with or without prior notice and with or without cause. I further agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause. The parties agree and understand that no one in the Company has the authority to alter the at-will nature of the employment relationship other than the President of the Company by an

express written agreement expressing a specific intent to modify the at-will status, signed by both Employee and the President.

14.8 Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

14.9 Recovery of Attorney's Fees. In the event of any litigation arising from or relating to this Agreement, the prevailing party in such litigation proceedings shall be entitled to recover, from the non-prevailing party, the prevailing party's costs and reasonable attorney's fees, in addition to all other legal or equitable remedies to which it may otherwise be entitled.

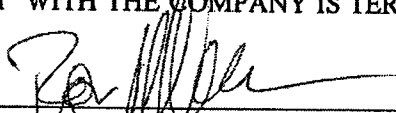
14.10 Headings. The headings to each section or paragraph of this Agreement are provided for convenience of reference only and shall have no legal effect in the interpretation of the terms hereof.

I HAVE READ THIS CONFIDENTIALITY, PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT A TO THIS AGREEMENT.

This Agreement shall be effective as of the first day of my employment with the Company, namely: 4 February, 2009.

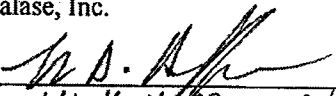
I UNDERSTAND THAT THIS AGREEMENT AFFECTS MY RIGHTS TO INVENTIONS I MAKE DURING MY EMPLOYMENT, RESTRICTS MY RIGHT TO DISCLOSE OR USE THE COMPANY'S CONFIDENTIAL AND PROPRIETARY INFORMATION DURING OR SUBSEQUENT TO MY EMPLOYMENT, AND PROHIBITS ME FROM COMPETING WITH THE COMPANY AND/OR FROM SOLICITING EMPLOYEES AND CUSTOMERS OF THE COMPANY FOR ONE (1) YEAR AFTER MY EMPLOYMENT WITH THE COMPANY IS TERMINATED FOR ANY REASON.

Dated: 4 February, 2009.

  
\_\_\_\_\_  
Signature of Employee  
ROGER McNICHOLS  
\_\_\_\_\_  
Printed Name of Employee

ACCEPTED AND AGREED TO:

Visualase, Inc.

By:   
\_\_\_\_\_  
Name: W. H. Hoffman  
\_\_\_\_\_  
Title: CEO  
\_\_\_\_\_

Address 326 Hugginsway St.  
PEARLAND, TX 77584

## **Exhibit A: Invention Disclosures**

In lieu of the ability to amend this document expediently, the following disclosures of inventions and other relevant invention agreements are hereby made by me.

During my previous and continuing employ as a principal research and development scientist at BioTex, Inc., I have been and continue to be subject to a proprietary information and inventions agreement as well as other similar agreements relating to confidentiality, source code, and trade secrets.

Further, and also during my previous and continuing employment at BioTex, Inc., I have contemplated, disclosed, reduced to practice, demonstrated, published, and/or filed for protection of numerous other inventions and intellectual properties. An at least partial list of intellectual property on which I am an inventor or to which I may have materially contributed is attached below:

### **I. Granted United States Patents**

Patent number: US 7274847 Light diffusing tip  
Filing date: Nov 16, 2004  
Issue date: Sep 25, 2007  
Inventors: Ashok Gowda, Roger McNichols, Marc Gelnnett, Matthew Fox  
Application number: 10/989,894

Patent number: US 7412141 Light diffusing tip  
Filing date: July 13, 2007  
Issue date: Aug 12, 2008  
Inventors: Ashok Gowda, Roger McNichols, Marc Gelnnett, Matthew Fox  
Application number: 11/777,856

Patent number: US 7236812 System, device and method for determining the concentration of an analyte  
Filing date: Aug 27, 2004  
Issue date: Jun 26, 2007  
Inventors: Ralph Ballerstadt, Roger McNichols, Ashok Gowda  
Application number: 10/929,056

Patent number: US 7226414 Method and apparatus for analyte sensing  
Filing date: Oct 3, 2003  
Issue date: Jun 5, 2007  
Inventors: Ralph Ballerstadt, Roger McNichols, Ashok Gowda  
Application number: 10/678,814

Patent number: US 7166458 Assay and method for analyte sensing by detecting efficiency of radiation conversion

Filing date: Dec 12, 2003

Issue date: Jan 23, 2007

Inventors: Ralph Ballerstadt, Roger McNichols, Ashok Gowda

Application number: 10/735,153

Patent number: US 7074233 Method for delivering energy to tissue and apparatus

Filing date: Jun 25, 2004

Issue date: Jul 11, 2006

Inventors: Ashok Gowda, Roger J. McNichols, Massoud Motamedi, Pankaj J. Pasricha

Application number: 10/877,811

Patent number: US 6755849 Method for delivering energy to tissue and apparatus

Filing date: Mar 28, 2002

Issue date: Jun 29, 2004

Inventors: Ashok Gowda, Roger J. McNichols, Massoud Motamedi, Pankaj J. Pasricha

Application number: 10/109,540

Patent number: US 6507747 Method and apparatus for concomitant structural and biochemical characterization of tissue

Filing date: Nov 26, 1999

Issue date: Jan 14, 2003

Inventors: Ashok Gowda, Roger McNichols, Massoud Motamedi

Application number: 09/449,803

## **II. Pending United States Patent Applications**

Application number: 12/169,602

Publication number: US 2008/0267570 Light diffusing tip

Filing date: 07-08-2008

Inventors: Ashok Gowda, Roger McNichols, Marc Gelnett, Matthew Fox

Application number: 11/656,073

Publication number: US 2007/0117223 Device and method for analyte sensing

Filing date: Jan 22, 2007

Inventors: Ralph Ballerstadt, Roger McNichols, Ashok Gowda

Application number: 11/591,065

Publication number: US 2007/0122829 Device and method for measuring analytes

Filing date: Nov 1, 2006

Inventors: Ralph Ballerstadt, Roger McNichols, Ashok Gowda

Application number: 11/811,083

Publication number: US 2007/0249917 System, device and method for determining the concentration of an analyte



Filing date: Jun 8, 2007

Inventors: Ralph Ballerstadt, Roger McNichols, Ashok Gowda

Application number: 12/329,527

Publication number: Pending publication, Methods and Devices For Enhanced Biocompatibility

Filing date: Dec 5, 2009

Inventors: Ralph Ballerstadt, George Jackson

Application number: 10/208,222 (Abandoned)

Publication number: US 2003/0023236 Cooled Tip Laser Catheter for Sensing and Ablation of Cardiac Arrhythmias

Filing date: Jul 30, 2002

Inventors: Ashok Gowda, Roger McNichols, Sohi Rastegar

Application number: 10/955,990

Publication number: US 2005/0142584 Identification of Organisms Based on the Overall Composition of Characteristic Oligonucleotides

Filing date: Sep 30, 2004

Inventors: Richard C. Willson, George E. Fox, Zhang Zhengdong, George W. Jackson

Application number: 12/249,525

Publication number: Pending publication, Methods and Devices for Molecular Association and Imaging

Filing date: Oct 10, 2008

Inventors: George Jackson, Roger McNichols, Charles Houssiere

Application number: 61/059,435

Publication number: Provisional, Methods for Molecular Detection

Filing date: June 6, 2008

Inventors: George Jackson

Application number: 61/050,016

Publication number: Provisional, Biomimetic Nucleic Acids

Filing date: May 2, 2008

Inventors: Steven Navran, George W. Jackson, Ulrich Strych

Application number: 12/121,658

Publication number: Pending publication, Functional Biomolecules and Methods

Filing date: May 15, 2008

Inventors: Victor G. Stepanov, Yamei Liu, George E. Fox, George W. Jackson, Roger J. McNichols

Application number: 12/044,737

Publication number: Pending publication, Functional Nucleic Acids for Biological Sequestration

Filing date: Mar 7, 2008

Inventors: George W. Jackson, Roger J. McNichols

Application number: 11/555,562  
Publication number: US 2008/0114340 System and Method for Reducing Photon Scatter in  
Dermal Tissue  
Filing date: Nov 1, 2006  
Inventors: Matthew Fox, Ashok Gowda, Roger McNichols

### **III. Pending Foreign Applications**

Application number: CA 2587691 Light diffusing tip  
Jurisdiction: Canada  
Filing date: Nov 15, 2005  
Inventors: Ashok Gowda, Roger McNichols, Marc Gelnett, Matthew Fox

Application number: EP 5849640 Light diffusing tip

Jurisdiction: European Patent Contracting States  
Filing date: Nov 15, 2005  
Inventors: Ashok Gowda, Roger McNichols, Marc Gelnett, Matthew Fox

Application number: PCT/US08/56303 Functional Nucleic Acids for Biological  
Sequestration  
Jurisdiction: PCT, pending national entries  
Filing date: Mar 7, 2008  
Inventors: George W. Jackson, Roger J. McNichols

### **IV. Trademarks**

The logo for PHOTEX features the word "PHOTEX" in a bold, sans-serif font. Above the letters "O" and "T" is a thick, black, curved line that arches over the text, resembling a stylized arc or a protective shield.

Word Mark PHOTEX  
Serial Number 78861175  
Filing Date April 13, 2006  
Registration Number 3208655  
Registration Date February 13, 2007  
Type of Mark TRADEMARK  
Register PRINCIPAL  
Live/Dead Indicator LIVE

**V. Other internal disclosures or inventions**

**MRI-compatible laser collimating fiber.**  
Disclosure date: September 2003

**Arterio-venous sensing shunt**  
Disclosure date: January 1998

**Intradermal optical sensor configurations**  
Disclosure date: February 2002

**Method for calibrating and normalizing spectra collected from optical sensors**  
Disclosure date: September 1997

**Fiberoptic coupled FTIR Spectrometer**  
Disclosure date: November 1998

**Scratch 'n' Sniff Ink jet Printer**  
Disclosure date:

**Topical device for monitoring cumulative skin exposure to UV radiation**  
Disclosure date: September 1998

**Metabolic quantification with FTIR NIR spectrometer with no moving parts**  
Disclosure date: October 1998

**UV Toothbrush sterilization housing**  
Disclosure date: February 1999

**Transcutaneous vascular access port**  
Disclosure date: June 1998

**Anesthesia vaporization system using electronic nebulization technology**  
Disclosure date: April 2007