504277709 03/17/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4324391

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
INTERVENTIONAL & SURGICAL INNOVATIONS LLC	04/30/2009

RECEIVING PARTY DATA

Name:	DEEP VEIN MEDICAL, INC.	
Street Address:	25 HIGH MEADOW ROAD	
City:	CAMPBELL HALL	
State/Country:	NEW YORK	
Postal Code: 10916		

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14880546

CORRESPONDENCE DATA

Fax Number: (617)856-8201

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.

Phone: 617-856-8483

Email: ip@brownrudnick.com THOMAS C. MEYERS Correspondent Name: Address Line 1: ONE FINANCIAL CENTER Address Line 2: **BROWN RUDNICK LLP**

Address Line 4: BOSTON, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER: DEPV-002/03US 29686/39	
NAME OF SUBMITTER:	THOMAS C. MEYERS
SIGNATURE:	/THOMAS C. MEYERS/
DATE SIGNED:	03/17/2017

Total Attachments: 4

source=DEPV-002-03US_Assignment_Interventional_and_Surgical_to_Deep_Vein#page1.tif source=DEPV-002-03US Assignment Interventional and Surgical to Deep Vein#page2.tif source=DEPV-002-03US Assignment Interventional and Surgical to Deep Vein#page3.tif source=DEPV-002-03US Assignment Interventional and Surgical to Deep Vein#page4.tif

PATENT **REEL: 041616 FRAME: 0485** 504277709

ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, INTERVENTIONAL AND SURGICAL INNOVATIONS, LLC, a Delaware limited liability company having an address at 25 High Meadow Road, Campbell Hall, NY 10916, United States ("Assignor"), owns the intellectual property described on Schedule I attached hereto (the "Intellectual Property"); and

WHEREAS, DEEP VEIN MEDICAL, INC., a Delaware corporation having an address at 25 High Meadow Road, Campbell Hall, NY 10916, United States ("Assignee"), is desirous of acquiring the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. The Assignor does hereby assign, transfer, convey and sell unto Assignee his entire right, title and interest in and to the Intellectual Property, including, without limitation, for the United States, its territories and possessions, and all foreign countries in and to this invention described in the patent applications listed on Schedule I as well as in and to (a) all improvements and modifications of the above-identified invention or inventions; (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof; (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto; (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent; (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by Assignee, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by Assignor had this Assignment not been made; (f) all goodwill of the Assignor and the business, products and services appurtenant to, associated with, or symbolized by, the Intellectual Property; (g) the right (but not the obligation) to sue and recover for past, present and future infringements of the Intellectual Property; (h) the right to prosecute applications for patents generated by or in connection with the Intellectual Property, as applicable; (i) all rights of Assignor corresponding to the Intellectual Property throughout the world; (j) all rights and interests pursuant to licensing or other agreements in favour of the Assignor pertaining to the Intellectual Property; and (k) all proceeds of any of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits).
- 2. The Assignor hereby covenants and agrees that it will, at the request of the Assignee and without further consideration, execute and deliver such other instruments of transfer, conveyance and assignment, and take such other action as may reasonably be necessary to more effectively assign and deliver to, and vest in, the Assignee, its successors and assigns, good title to the Intellectual Property hereby sold, transferred, conveyed, assigned and delivered.
- 3. The Assignor does hereby irrevocably constitute and appoint the Assignee, its successors and assigns, as Assignor's true and lawful attorney, with full power of substitution, in the Assignor's name, and on behalf of the Assignor, or for its own use, to claim, demand, collect and

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receive at any time and from time to time any and all assets, properties, claims, accounts and other rights, tangible or intangible, comprising the Intellectual Property hereby assigned and delivered, or intended so to be, and to prosecute the same at law or in equity and, upon discharge thereof, to complete, execute and deliver any and all necessary instruments of satisfaction and release.

- 4. The undersigned hereby grant the firm of FOLEY & LARDNER LLP, the power to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.
- 5. This Assignment of Intellectual Property shall be governed by and construed in accordance with the laws of the State of New York and the parties hereto consent to and submit to the jurisdiction of the courts of the State of New York.

[Next Page is Signature Page]

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Intellectual Property as of the jo day of April, 2009.

INTERVENTIONAL AND SURGICAL INNOVATIONS, KC

Name: HTIVCHLIFE Title: PUBIDENT

Name: HING

Title:

Schedule I

Country	Serial #	Filed	Inventor(s)
US	60/808,406	May 25, 2006	Kalmann
US	60/809,483	May 31, 2006	Kalmann
US	11/801,489	May 10, 2007	Kalmann
PCT	US2007/011318	May 10, 2007	Kalmann
Australia	2007268123	May 10, 2007	Kalmann
Canada	2,653,979	May 10, 2007	Kalmann ,
EPO	07794743.0	May 10, 2007	Kalmann
Japan	Pending	May 10, 2007	Kalmann
US	11/801,691	May 10, 2007	Hinchliffe, Kalmann, and Lehman
PCT	US2007/020449	Sept. 21, 2007	Hinchliffe, Kalmann, and Lehman
US	61/010,012	Jan. 4, 2008	Hinchliffe, Kalmann, and Lehman
US	12/319,176	Jan. 2, 2009	Hinchliffe, Kalmann, and Lehman
PCT	US2009/00001	Jan. 2, 2009	Hinchliffe, Kalmann, and Lehman
US	61/156,227	Feb. 27, 2009	Hinchliffe, Kalmann, and Lehman

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