

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4339047

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	1
CONVEYING PARTY DATA	
Name	Execution Date
ROY HEWITT SULLIVAN	06/11/2009
ALBERT CHUN-CHI CHIN	06/11/2009
ERIC KARL LITSCHER	06/11/2009
WILLIAM LUCAS CHURCHILL	06/11/2009
RONALD DAVID ADAMS	06/08/2009
WILLIAM HARWICK GRUBER	06/11/2009
DAVID JACOBS	06/11/2009
RECEIVING PARTY DATA	
Name:	INTERLACE MEDICAL, INC.
Street Address:	135 NEWBURY STREET
City:	FRAMINGHAM
State/Country:	MASSACHUSETTS
Postal Code:	01701
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15365502
CORRESPONDENCE DATA	
Fax Number:	(408)877-1662
<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:	408-777-2902
Email:	nnr@viplawgroup.com
Correspondent Name:	VISTA IP LAW GROUP LLP ATTN N RUSHTON
Address Line 1:	21760 STEVENS CREEK BLVD.
Address Line 2:	SUITE 100
Address Line 4:	CUPERTINO, CALIFORNIA 95014
ATTORNEY DOCKET NUMBER:	70.008 CON8
NAME OF SUBMITTER:	NANCY RUSHTON
SIGNATURE:	/Nancy Rushton/

PATENT

DATE SIGNED:	03/27/2017
Total Attachments: 7 source=70_008_cip3_inv-assi_12432686#page1.tif source=70_008_cip3_inv-assi_12432686#page2.tif source=70_008_cip3_inv-assi_12432686#page3.tif source=70_008_cip3_inv-assi_12432686#page4.tif source=70_008_cip3_inv-assi_12432686#page5.tif source=70_008_cip3_inv-assi_12432686#page6.tif source=70_008_cip3_inv-assi_12432686#page7.tif	

COPY

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 29 day of April, 2009 and is by Roy Hewett Sullivan, a United States citizen, residing at 312 Williams Street, Uxbridge, MA 01569; Albert Chun-Chi Chin, a United States citizen, residing at 25 Bernard Street, Newton, MA 02461; Eric Karl Litscher, a United States citizen, residing at 1 John Matthew Road, Hopkinton, MA 01748; William Lucas Churchill, a United States citizen, residing at 24 Wheeler Road, Bolton, MA 01740; Ronald David Adams, a United States citizen, residing at 18 Hillside Drive, Holliston, MA 01746; William Harwick Gruber, a United States citizen, residing at 15 Fitzgerald Lane, Southborough, MA 01772; and David Jacobs, a United States citizen, residing at 22 Marshall Path, Acton, MA 01720 ("ASSIGNOR").

WHEREAS, ASSIGNOR has conceived of an invention ("Invention") disclosed in a patent application entitled TISSUE CUTTER WITH DIFFERENTIAL HARDNESS and filed in the United States Patent and Trademark Office, on April 29, 2009 as Application No. 12/432,686 ("Application");

WHEREAS, INTERLACE MEDICAL, INC., a Delaware corporation having offices at 135 Newbury Street, Framingham, MA 01701 ("ASSIGNEE") desires to acquire and confirm the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees to assign and does hereby assign, transfer, and set over to ASSIGNEE, its successors, legal representatives, and assigns, to the extent not already done so to ASSIGNEE, the entire right, title, and interest throughout the world in and to each of the following:

A. The Invention, including without limitation any improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;

B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Application or claiming the benefit thereof that have been or may hereafter be filed in the United States or in any foreign country and all continuations, divisionals, and continuations in part of the Application (collectively, "Related Applications"); and all U.S. and foreign patents which may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. Any other related intellectual property rights such as, but not limited to, copyright rights, copyrightable subject matter, know how, trade secrets, copyright registrations, reproduction rights, and waives any and all moral rights under 17 U.S.C. § 106A or otherwise.

D. Those items of ASSIGNOR'S tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

E. All causes of action for infringement of, all damages for, and all remedies for all rights related to the Invention, the Application, and/or the Related Applications, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom, whether accruing before or after this Assignment.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts of which ASSIGNOR has knowledge respecting the Invention, Application, or Related Applications; to assist in the preparation of any other applications relating to the invention, to testify in any legal proceeding; to sign all documents, make all rightful oaths and declarations; and to generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. This Agreement shall be governed and construed in accordance with the laws of the state of California, U.S.A. without regard to conflicts of law provisions. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the in the state or federal courts of California, in the county of Orange, and the parties expressly agree that jurisdiction and venue are proper in said courts. In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

D. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action, or to assist or request any third party, in, challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Agreement, or the validity or enforceability of such rights. ASSIGNOR further acknowledges that ASSIGNEE'S patent counsel presenting this Agreement does not represent ASSIGNOR personally, and ASSIGNOR has the right to seek independent counsel of his or her choosing. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective.

(The remainder of this page is intentionally left blank. The signature page(s) follows.)

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 11 day of June, 2009.

R Sullivan
Roy Hewett Sullivan

STATE OF MA

COUNTY OF Middlesex

ss.

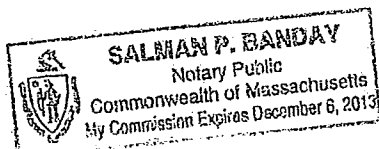
On 6/11/09, before me, Salman Banday, notary public, personally appeared Roy Hewett Sullivan who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that Roy Hewett Sullivan executed the same in Roy Hewett Sullivan's authorized capacity, and that by Roy Hewett Sullivan's signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

[Signature]
Notary Signature



IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 11th day of June, 2009.

Albert Chun-Chi Chin
Albert Chun-Chi Chin

STATE OF MA

COUNTY OF Middlesex

ss.

On 6/11/09, before me, Salman Banday, notary public, personally appeared Albert Chun-Chi Chin who 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 Albert Chun-Chi Chin executed the same in Albert Chun-Chi Chin's authorized capacity, and that by Albert Chun-Chi Chin's signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

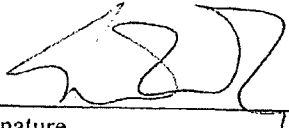
Application No.: 12/432,686
Filing Date: April 29, 2009

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Client Code: TRMED.021A
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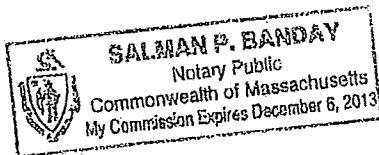
I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

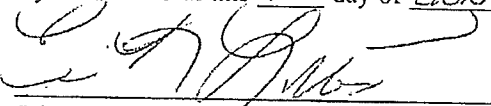
[SEAL]



Notary Signature



IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 11 day of June, 2009.



Eric Karl Litscher

STATE OF MA

COUNTY OF Middlesex

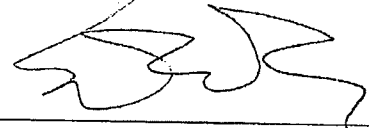
ss.

On 6/11/09, before me, Salman P. Banday, Notary Public, personally appeared Eric Karl Litscher who 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 Eric Karl Litscher executed the same in Eric Karl Litscher's authorized capacity, and that by Eric Karl Litscher's signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

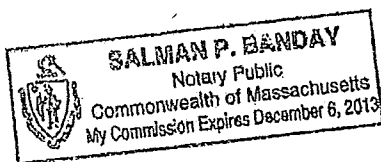
I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

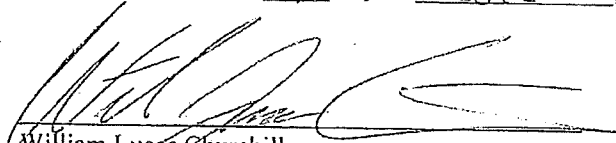
[SEAL]



Notary Signature



IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 11 day of June, 2009.


William Lucas Churchill

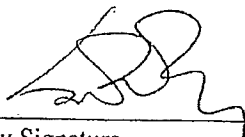
STATE OF MA }
COUNTY OF Middlesex } ss.

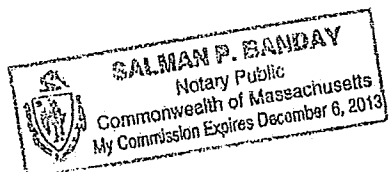
On 6/14/09, before me, Salman P. Bandy, notary public, personally appeared William Lucas Churchill who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that William Lucas Churchill executed the same in William Lucas Churchill's authorized capacity, and that by William Lucas Churchill's signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

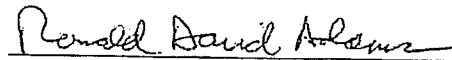
WITNESS my hand and official seal.

[SEAL]


Notary Signature



IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 20th day of June, 2009.


Ronald David Adams

STATE OF Massachusetts }
COUNTY OF Middlesex } ss.

On June 8, 2009, before me, Salman P. Bandy, notary public, personally appeared Ronald David Adams who 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 Ronald David Adams executed the same in Ronald David Adams' authorized capacity, and that by Ronald David Adams' signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

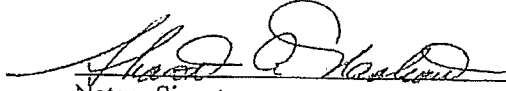
Application No.: 12/432,686
Filing Date: April 29, 2009

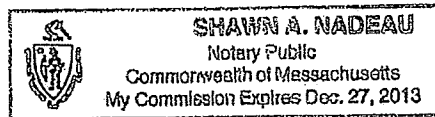
ASSIGNMENT AGREEMENT
Client Code: TRMED.021A
Page 6

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

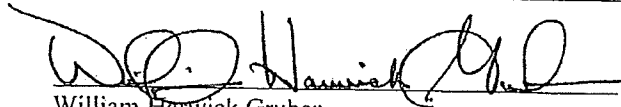
WITNESS my hand and official seal.

[SEAL]


Notary Signature



IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 11 day of JUNE, 2009.


William Harwick Gruber

STATE OF MA

COUNTY OF Middlesex


ss.

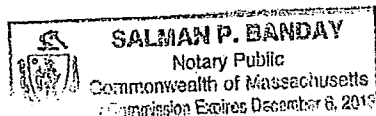
On 6/11/09, before me, Salman P. Banday, notary public, personally appeared William Harwick Gruber who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that William Harwick Gruber executed the same in William Harwick Gruber's authorized capacity, and that by William Harwick Gruber's signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]


Notary Signature



Application No.: 12/432,686
Filing Date: April 29, 2009

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Page 7

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 11 day of June, 2009.



David Jacobs

STATE OF MA

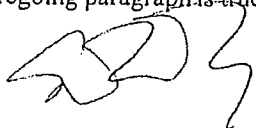
COUNTY OF Middlesex

ss.

On 6/11/09, before me, Salman Bursky, notary public, personally appeared David Jacobs who 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 David Jacobs executed the same in David Jacobs' authorized capacity, and that by David Jacobs' signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[SEAL]

Notary Signature

7132707
051309