

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4424433

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONFIRMATORY ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JONATHAN PARMER	05/19/2017
RECEIVING PARTY DATA	
Name:	VIVEVE, INC.
Street Address:	150 COMMERCIAL STREET
City:	SUNNYVALE
State/Country:	CALIFORNIA
Postal Code:	94086
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	8961511
Patent Number:	9271785
Application Number:	14629186
Application Number:	15001021
Application Number:	60743247
Application Number:	61243686
CORRESPONDENCE DATA	
Fax Number:	(202)344-8300
<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:	2023444849
Email:	RPCathcart@Venable.com
Correspondent Name:	VENABLE LLP
Address Line 1:	600 MASSACHUSETTS AVENUE, NW
Address Line 4:	WASHINGTON, D.C. 20001
ATTORNEY DOCKET NUMBER:	130228-416130
NAME OF SUBMITTER:	MICHELE V. FRANK
SIGNATURE:	/Michele V. Frank/
DATE SIGNED:	05/22/2017
Total Attachments: 3	

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APPENDIX ONE

Form of Assignment

CONFIRMATORY ASSIGNMENT

THIS CONFIRMATION OF ASSIGNMENT AGREEMENT (this "Assignment"), effective as of May 19, 2017 (the "Effective Date"), is made by and between Jonathan Parmer, M.D., an individual with a residential address at 40102 North Old Stage Road, Cave Creek, Arizona 85331 ("Dr. Parmer"), in favor of Viveve, Inc. (formerly known as TivaMed Inc.) ("Viveve" and with Dr. Parmer, the "Parties"), a Delaware corporation with its principal place of business located at 150 Commercial Street, Sunnyvale, California 94086.

WHEREAS, the Parties have contemporaneously herewith entered into a Settlement Agreement and Release of even date herewith (the "Agreement"), and such Agreement requires confirmation of the assignment and transfer to Viveve of certain intellectual property rights.

NOW THEREFORE, the Parties hereby agree to the foregoing and as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Dr. Parmer hereby confirms that he has prior to the date hereof irrevocably conveyed, transferred, and assigned to TivaMed, Inc. and to the extent of any remaining rights vested or retained by Dr. Parmer hereby does irrevocably convey, transfer and assign to Viveve, and Viveve hereby accepts, all of Dr. Parmer's right, title, and interest in and to the following (collectively, the "Assigned Rights"):

(a) (i) U.S. Patent No. 8,961,511 (Vaginal Remodeling Device and Methods, issued February 24, 2015) (the "511 Patent"); (ii) U.S. Patent No. 9,271,785 (Vaginal Remodeling Device and Methods, issued March 1, 2016) (the "785 Patent"); (iii) pending U.S. Patent Application No. 14/629,186 (Vaginal Remodeling Device and Methods, filed February 23, 2015) (the "186 Application"), and any patent issued therefrom, (iv) pending U.S. Patent Application No. 15/001,021 (Vaginal Remodeling Device and Methods, filed January 19, 2016) (the "021 Application") and any patent issued therefrom, (v) U.S. Provisional Patent Application No. 60/743,247 (Vaginal Rejuvenation Treatment Device and Methods, filed February 7, 2006) (the "247 Application"), (vi) U.S. Provisional Patent Application No. 61/243,686 (Vaginal Remodeling Device and Methods, filed September 18, 2009) (the "686 Application"), (vii) any other patent issued anywhere in the world claiming priority to the 511 Patent, the 785 Patent, the 186 Application, the 021 Application, the 247 Application, the 686 Application, or any applications to which the foregoing applications and patents claim priority, and any and all continuations, continuations-in-part, divisionals, reissues, reexaminations, renewals and extensions of any of the foregoing (collectively, the "Patents").

(b) all rights of any kind whatsoever of Dr. Parmer accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing (except for such payments expressly provided for in the Agreement); and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Dr. Parmer hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Viveve or Viveve's successors or assigns. Following the Effective Date, upon Viveve's request, Dr. Parmer shall take such steps and actions, and, at Viveve's reasonable expense, provide such cooperation and assistance to Viveve or its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Patents to Viveve, or any assignee or successor thereto.

3. Further Actions. Dr. Parmer hereby covenants and agrees to cooperate with Viveve, at Viveve's reasonable expense, to enable Viveve to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by Dr. Parmer shall include prompt production of pertinent facts and documents, being reasonably available to give testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Viveve (a) for perfecting in said Viveve the right, title and interest herein conveyed; (b) for prosecuting any of the said Patents or applications; (c) for filing and prosecuting substitute, divisional, continuation or additional applications covering inventions related to the Patents; (d) for filing and prosecuting applications for reissuance of the Patents; (e) for interference or other priority proceedings involving said Patents; and (f) for legal proceedings involving said Patents, including without limitation infringement actions and court actions, *inter partes* review proceedings, post-grant review proceedings, reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contest, and public use proceedings.

4. Heirs, Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, representatives, successors and assigns.

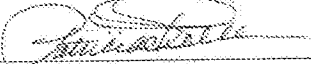
5. Governing Law. This Assignment shall be governed by, interpreted and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives as of Effective Date.

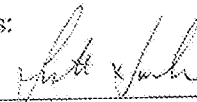
VIVEVE, INC., a Delaware Corporation

By: 


Name: Patricia Scheller

Title: CEO

Date: May 20, 2017

Witness: 

DR. JONATHAN PARMER, an individual



Date: 5/19/2017

Witness: 