

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT4511495

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MARK E. DEEM	12/22/2008
DAN FRANCIS	12/17/2008
JESSI ERNEST JOHNSON	12/17/2008
STEVEN KIM	12/16/2008
ALEXEY SALAMINI	12/19/2008
TED SU	12/17/2008
PETER SMITH	12/23/2008
DAN HALLOCK	12/19/2008
RECEIVING PARTY DATA	
Name:	THE FOUNDRY, INC.
Street Address:	199 JEFFERSON DRIVE
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
Name:	MIRAMAR LABS, INC.
Street Address:	2790 WALSH AVENUE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95051
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15252109
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, sue@shayglenn.com
Correspondent Name:	JUSTIN P. THOMAS
Address Line 1:	SHAY GLENN LLP
PATENT	

Address Line 2: 2755 CAMPUS DRIVE, SUITE 210
Address Line 4: SAN MATEO, CALIFORNIA 94403

ATTORNEY DOCKET NUMBER: 12121-701.305/ML010USC1

NAME OF SUBMITTER: JUSTIN P. THOMAS, REG. 63301

SIGNATURE: /Justin P. Thomas/

DATE SIGNED: 07/19/2017

Total Attachments: 11

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ASSIGNMENT AGREEMENT

WHEREAS, We, Mark E. Deem, a U.S. citizen, residing at 685 Sierra Avenue, Mountain View, CA 94041, Dan Francis, a U.S. citizen residing at 1116 Sussex Sq., Mountain View, CA 94040, Jessi Ernest Johnson, a U.S. citizen residing at 1025 Boranda Avenue #10, Mountain View, CA 94040, Steven Kim, a U.S. citizen residing at 1101 Seena Avenue, Los Altos, CA 94024, Alexey Salamini, a U.S. citizen residing at 1330B Guerrero St., San Francisco, CA 94110, Ted Su, a U.S. citizen residing at 1000 Escalon Avenue, Apt. E2037, Sunnyvale, CA 94085, Peter Smith, a U.K. citizen residing at 16 Southerton Rd., Kirkcaldy, Fife KY25NB, United Kingdom, and Dan Hallock, a U.S. citizen residing at 927 Third Avenue, Redwood City, CA 94063 (herein jointly "ASSIGNORS") have conceived of an invention ("Invention") disclosed in U.S. Patent Application Number 12/107,025, filed April 21, 2008, and entitled SYSTEMS AND METHODS FOR CREATING AN EFFECT USING MICROWAVE ENERGY TO SPECIFIED TISSUE (the "Application").

WHEREAS, The Foundry, Inc., a Delaware Corporation, with a principal place of business at 199 Jefferson Drive, Menlo Park, CA 94025, and Miramar Labs, Inc., a Delaware Corporation, with its principal place of business at 199 Jefferson Drive, Menlo Park, CA 94025 (hereinafter jointly "ASSIGNEES") desires to acquire 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, ASSIGNORS agree to assign and do hereby assign to ASSIGNEES the entire right, title, and interest throughout the world in and to each of the following:

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

B. The Application, including without limitation any of ASSIGNORS' 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 by the ASSIGNEES in the United States or in any foreign country ("Related Applications"), including U.S. Provisional Application Nos. 60/912,899, 61/013,274, and 61/045,937, filed April 19, 2007, December 12, 2007 and April 17, 2008 respectively; all continuations, divisionals, and continuations in part of the Application and any such 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. Those items of ASSIGNORS' 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 ASSIGNEES, will be delivered to ASSIGNEES immediately upon request.

D. All causes of action for infringement of or damage to all rights related to the Invention, the Application, and/or the Related Applications, whether accruing before or after the

execution of this Assignment Agreement, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom.

ASSIGNORS AGREE, without further consideration or compensation, to communicate to ASSIGNEES any facts of which ASSIGNORS have knowledge respecting the Invention, Application, or Related Applications, testify in any legal proceeding, sign all documents, make all rightful oaths and declarations, and generally do everything possible to aid ASSIGNEES in obtaining and enforcing patents for the Invention in all countries. ASSIGNEES agrees to reimburse ASSIGNORS' reasonable expenses in carrying out their obligations under this Assignment Agreement, but only upon ASSIGNEES' prior written approval of such expenses which in no event shall include ASSIGNORS' time or legal expense. ASSIGNORS do also hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications, to issue all Letters Patent for the Invention to the ASSIGNEES, their successors and assigns, in accordance with the terms of this Assignment Agreement.

AND ASSIGNORS FURTHER AGREE AS FOLLOWS:

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

B. If any of the ASSIGNORS cannot be located or are unable or unwilling to sign documents as required hereunder, ASSIGNORS agree to and do hereby appoint ASSIGNEES as ASSIGNORS' 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 Assignment Agreement. ASSIGNORS acknowledge that this appointment is coupled with an interest and is irrevocable.


C. In the event that any legal action becomes necessary to enforce or interpret the terms of this Assignment 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. ASSIGNORS acknowledges that, to the best of each of his/her knowledge, the Invention is patentable, and further agree not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEES' rights granted under this Assignment Agreement, or the validity thereof. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Assignment Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEES and ASSIGNORS shall be effective. Further, this Assignment Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

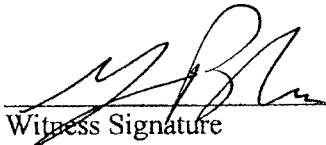
U.S. Patent Application No.: 12/107,025
Filing Date: April 21, 2008

ASSIGNMENT AGREEMENT
Client Code: FOUNDRY.019A
Page 3

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 22nd day of December, 2008.



Mark E. Deem



Witness Signature

12/22/08

Date

YOAV BEN-HAIM

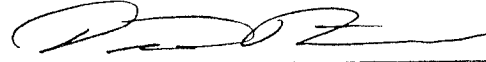
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U.S. Patent Application No.: 12/107,025
Filing Date: April 21, 2008

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Client Code: FOUNDRY.019A
Page 4

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 17th day of December, 2008.



Dan Francis



Witness Signature

12/17/08

Date

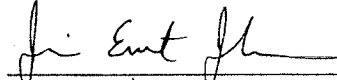
YQAV BEN-HAIM

Witness Name

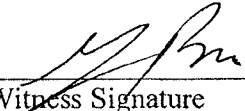
U.S. Patent Application No.: 12/107,025
Filing Date: April 21, 2008

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 17th day of December, 2008.



Jessi Ernest Johnson



Witness Signature

12/17/08

Date

YOAV BEN-HAIM

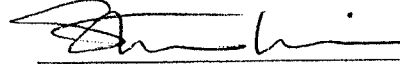
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Filing Date: April 21, 2008

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 16th day of
December, 2008.



Steven Kim


Witness Signature

12/16/08
Date

Cynthia Kada
Witness Name

U.S. Patent Application No.: 12/107,025
Filing Date: April 21, 2008

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Client Code: FOUNDRY.019A
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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 19th day of December, 2008.



Alexey Salamini

12-19-2008

Date



Witness Signature

Peter Bentley

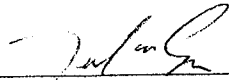
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Filing Date: April 21, 2008

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 17th day of December, 2008.



Ted Su



Witness Signature

12/17/08

Date

YOAV BEN-HAIM

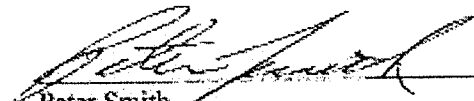
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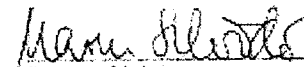
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U.S. Patent Application No.: 12/107,025
Filing Date: April 21, 2008

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 23 day of
DECEMBER, 2008


Peter Smith


Witness Signature

12-23-08
Date

MAREN SCHROEDER
Witness Name

9/10

U.S. Patent Application No.: 12/107,025
Filing Date: April 21, 2008

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Client Code: FOUNDRY.019A
Page 10

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 19th day of
December, 2008.

Dan Hallock

Dan Hallock

WTS

Witness Signature

12/19/08

Date

William Segalla

Witness Name

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121508

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