

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4662584

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PETER H. SMITH	03/17/2016
MANISH KANKARIA	10/26/2017
PRIYANSHU GUPTA	06/08/2017
NICHOLAS J. SPINELLI	08/01/2017
CHARLES W. MCNALL	08/15/2017
RECEIVING PARTY DATA	
Name:	AVINGER, INC.
Street Address:	400 CHESAPEAKE DRIVE
City:	REDWOOD CITY
State/Country:	CALIFORNIA
Postal Code:	94063
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14776750
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:	kle@shayglenn.com, info@shayglenn.com
Correspondent Name:	SHAY GLENN LLP
Address Line 1:	2755 CAMPUS DRIVE
Address Line 2:	SUITE 210
Address Line 4:	SAN MATEO, CALIFORNIA 94403
ATTORNEY DOCKET NUMBER:	11041-724.US0
NAME OF SUBMITTER:	KATHLEEN R. KELLEHER
SIGNATURE:	/Kathleen R. Kelleher, Reg. No. 62,230/
DATE SIGNED:	10/27/2017
Total Attachments: 7	

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RECORDATION FORM COVER SHEET
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. Name of conveying party(ies):

(1) PETER H. SMITH
(2) MANISH KANKARIA
(3) PRIYANSHU GUPTA
(4) NICHOLAS J. SPINELLI
(5) CHARLES W. MCNALL

Additional name(s) of conveying party(ies) attached?
☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: **AVINGER, INC.**
400 CHESAPEAKE DRIVE
REDWOOD CITY, CA 94063

3. Nature of Conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Name and address of receiving party(ies):

Name:
Street Address:
City: State: Zip:
Country:
Additional name(s) & address(es) attached?
☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) – **14/776,750**Title: **CHRONIC TOTAL OCCLUSION CROSSING
DEVICES WITH IMAGING**

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Kathleen R. Kelleher
Shay Glenn LLP
2755 Campus Drive, Suite 210
San Mateo, CA 94403

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$0.00

☒ Charge any required fees to **Deposit Account 50-4050.**

DO NOT USE THIS SPACE

8. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kathleen R. Kelleher, Reg. No. 62,230

/Kathleen R. Kelleher/

October 27, 2017

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: **07**

This Assignment of Patent Application is between:

Peter H. SMITH of Pacifica, CA;
Manish KANKARIA of Fremont, CA;
Priyanshu GUPTA of Hornsby NSW, Australia;
Nicholas J. SPINELLI of San Carlos, CA and
Charles W. McNALL of Cottonwood Heights, UT

(hereinafter referred to as "Inventor") and

AVINGER, INC., a corporation of the State of Delaware, having a place of business at 400 Chesapeake Drive, Redwood City, CA 94063 (hereinafter referred to as "Assignee").

WHEREAS Inventor has invented certain new and useful improvements in:

"CHRONIC TOTAL OCCLUSION CROSSING DEVICES WITH IMAGING"

for which an application for a United States Patent was filed on **September 15, 2015** and assigned Application No. **14/776,750** and is a 371 of **PCT/US2013/032679** filed **March 15, 2013**.

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest of each inventor in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of the said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional

ASSIGNMENT OF PATENT APPLICATION**SG Docket No.: 11041-724.US0**

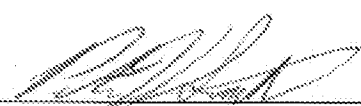
applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contest, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventor has executed and delivered this instrument to said Assignee:

3/17/16
Date


Peter H. SMITH

Date

Manish KANKARIA

Date

Priyanshu GUPTA

Date

Nicholas J. SPINELLI

Date

Charles W. McNALL

ASSIGNMENT OF PATENT APPLICATION**SG Docket No.: 11041-724.US0**

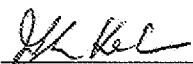
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IN WITNESS WHEREOF, said Inventor has executed and delivered this instrument to said Assignee:

Date_____
Peter H. SMITH10/26/2017

Date

Manish KANKARIA_____
Date_____
Priyanshu GUPTA_____
Date_____
Nicholas J. SPINELLI_____
Date_____
Charles W. McNALL

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IN WITNESS WHEREOF, said Inventor has executed and delivered this instrument to said Assignee:


Date

Peter H. SMITH

Date

Manish KANKARIA

8 JUNE 2017
Date



Priyanshu GUPTA

Date

Nicholas J. SPINELLI

Date

Charles W. McNALL

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Date

Peter H. SMITH

Date

Manish KANKARIA

Date

Priyanshu GUPTA

Date

Nicholas J. SPINELLI

08-15-2017
Date


Charles W. McNALL