

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5617728

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EARL HOWARD SLEE	09/09/2010
THOMAS WILDER III	09/11/2010
THOMAS MCCARTHY	09/16/2010
DAVID FRANCO	09/13/2010
MARK PHILIP ASHBY	09/13/2010
SANJAY SHRIVASTAVA	09/09/2010
RECEIVING PARTY DATA	
Name:	MICRO THERAPEUTICS, INC.
Street Address:	9775 TOLEDO WAY
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92618
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14885826
CORRESPONDENCE DATA	
Fax Number:	
<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:	206-413-7491
Email:	docketing@fortemip.com
Correspondent Name:	KATHLEEN THOMAS
Address Line 1:	89 YESLER WAY SUITE 202
Address Line 4:	SEATTLE, WASHINGTON 98104
ATTORNEY DOCKET NUMBER:	H-KN-02004US04
NAME OF SUBMITTER:	KATHLEEN THOMAS
SIGNATURE:	/Kathleen Thomas/
DATE SIGNED:	07/15/2019
Total Attachments: 10	

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is effective as of August 20, 2010 and is by Earl Howard Slee, a United States citizen residing at Laguna Niguel, California, Thomas Wilder, III, a United States citizen residing at Newport Beach, California, Thomas McCarthy, a United States citizen residing at San Clemente, California, David Franco, a United States citizen residing at Irvine California, Mark Philip Ashby, a United States citizen residing at Laguna Niguel, California and Sanjay Shrivastava a United States citizen, residing at Irvine California (individual(s) hereinafter "ASSIGNOR").

WHEREAS, ASSIGNOR invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries related to a METHODS AND APPARATUS FOR FLOW RESTORATION (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States has been prepared for filing with the United States Patent and Trademark Office on August 20, 2010 as Application No. 12/918,795 (hereinafter the "Application");

AND WHEREAS, Micro Therapeutics, Inc., a Delaware corporation having offices at 9775 Toledo Way, Irvine, California 92618 (hereinafter the "ASSIGNEE") desires to acquire and confirm the entire right, title, and interest in and to the Work 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 hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto said 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 Work, 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 Work is disclosed; all provisional and nonprovisional applications relating to the Application (including but not limited to U.S. Provisional Application No(s). 61/030,838, filed February 22, 2008), any matter claiming the benefit thereof that have been or may hereafter be filed in the United States or in any foreign country and all divisions, continuations, continuations-in-part, reissues, and reexaminations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent, including any national phase entry applications or patents which may hereafter be granted or filed in any country, all extensions, renewals and reissues thereof (including, but not limited to PCT/US2009/034774, filed on February 20, 2009, and any other known applications) (collectively, "Related Applications");

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 Work, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, lab notebooks and portions thereof, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request;

E. All claims and causes of action for infringement of, all damages for, and all remedies for all rights related to the Work, the Application, Related Applications, and all the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, all legal rights to sue for, collect, enforce the same against third parties and to retain the entire proceeds therefrom, whether accruing before or after this Assignment for past infringements of said Letters Patent before or after issuance.

ASSIGNOR FURTHER AGREES AS FOLLOWS without further consideration or compensation:

A. ASSIGNOR agrees to communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts of which ASSIGNOR has knowledge respecting the Work, 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 Work 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.

B. 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.

C. 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.

D. 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.

E. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Work 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.

ASSIGNOR hereby authorizes and requests the Commissioner of 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 as aforesaid, to issue all related Letters Patent to the ASSIGNEE, successors, legal representatives and assigns, in accordance with the terms of this instrument.

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

Application No.: 12/918,795
Filing Date: August 20, 2010

ASSIGNMENT AGREEMENT
Client Code: EV3N.016NP

Page 4 of 10

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 9th day of September, 20 10.

Earl Howard Slee

Earl Howard Slee

STATE OF CALIFORNIA

COUNTY OF

Orange

SS.

On 09 SEP 10, before me, Linda Brownell notary public, personally appeared Earl Howard Slee who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument, and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

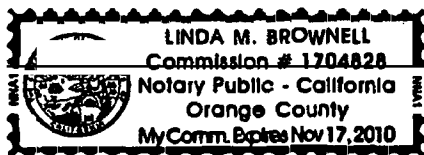
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]

[Signature]

Notary Signature




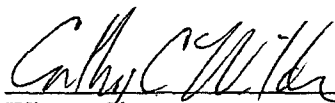
Application No.: 12/918,795
Filing Date: August 20, 2010

ASSIGNMENT AGREEMENT
Client Code: EV3N.016NP

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This 11th day of September, 2010.


Thomas Wilder, III


Witness Signature

Cathy C Wilder
Witness Name (printed)

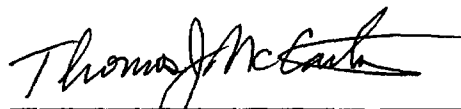
9/11/10
Date


Application No.: 12/918,795
Filing Date: August 20, 2010

ASSIGNMENT AGREEMENT
Client Code: EV3N.016NP

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This 16 day of SEPTEMBER, 2010.


Thomas McCarthy


Witness Signature


Witness Name (printed)

9/16/10
Date

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 13 day of Sep, 2010.



David Franco

STATE OF CALIFORNIA

COUNTY OF Orange

}
SS.

On 13 SEP 10, before me, Linda Brownell, notary public, personally appeared David Franco who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

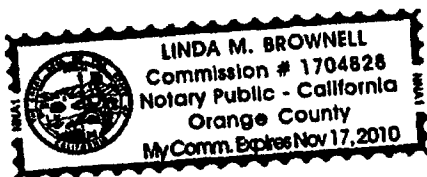
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



Notary Signature

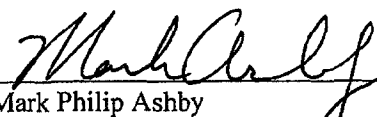



Application No.: 12/918,795
Filing Date: August 20, 2010

ASSIGNMENT AGREEMENT
Client Code: EV3N.016NP

Page 8 of 10

This 13th day of Sep, 2010.


Mark Philip Ashby


Witness Signature

Barb Lorrin
Witness Name (printed)

13 Sep - 10
Date

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 9th day of September, 2010.



Sanjay Shrivastava

STATE OF CALIFORNIA

COUNTY OF Orange

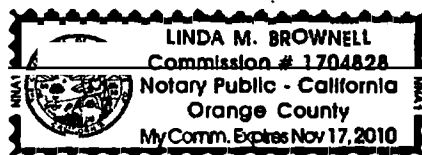
}
ss.


On 09 SEP 10, before me, Linda Brownell, notary public, personally appeared Sanjay Shrivastava who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument, and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]





Notary Signature

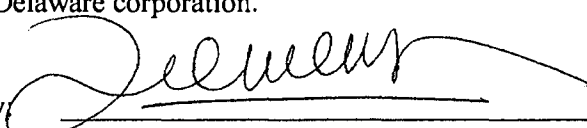
IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 08 day of September, 2010.

ACKNOWLEDGED BY:

"ASSIGNEE"

Micro Therapeutics, Inc.
9775 Toledo Way
Irvine, California 92618,
a Delaware corporation.

By


Quang Tran, Vice President, Research and
Development, Worldwide Neurovascular

STATE OF CALIFORNIA

COUNTY OF

Orange

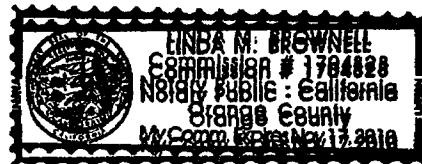
SS.

On 08 SEP 10, before me, Linda Brownell, notary public, personally appeared Quang Tran who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

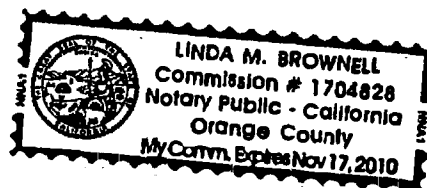
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]




Notary Signature



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082610