### 506173906 07/27/2020

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 EPAS ID: PAT6220644 Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
HIMANSHU N. PATEL	05/29/2008
JOHN B. SIMPSON	06/16/2008
WILLIAM JOHN OLSON	05/30/2008

#### **RECEIVING PARTY DATA**

Name:	AVINGER, INC.	
Street Address:	400 CHESAPEAKE DR	
City:	REDWOOD CITY	
State/Country:	CALIFORNIA	
Postal Code:	94063	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15922058

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	11041-701.302	
NAME OF SUBMITTER:	KATHLEEN KELLEHER	
SIGNATURE:	/Kathleen Kelleher, Reg. No. 62,230/	
DATE SIGNED:	07/27/2020	

#### **Total Attachments: 5**

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U.S. DEPARTMENT OF COMMERCE

# RECORDATION FORM COVER SHEET

PATENT AND TRADEMARK OFFICE

PATENTS ONLY 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): 2. Name and address of receiving party(ies): Name: Avinger, Inc. (1) Himanshu N. Patel (05/29/2008)(2) John B. Simpson (06/16/2008)400 Chesapeake Drive Redwood City, CA 94063 (3) William John Olson (05/30/2008)Additional name(s) of conveying party(ies) attached? Yes No Name and address of receiving party(ies): 3. Nature of Conveyance: Name: Assignment Merger Street Address: Security Agreement Change of Name City: State: Zip: Other **EXECUTION DATE(S):** Country: Additional name(s) & address(es) attached? Yes 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: B. Patent No.(s) Patent Application No.(s) - 15/922,058 Title: CATHETER SYSTEM AND METHOD FOR BORING THROUGH BLOCKED VASCULAR PASSAGES M Additional numbers attached? Yes No 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: concerning document should be mailed: Kathleen Kelleher Shay Glenn LLP 2929 Campus Drive, Suite 225 San Mateo, CA 94403 7. Total fee (37 CFR 3.41): \$40.00 A check is enclosed that includes the total fee. Charge the \$40 fee 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. July 27, 2020 Kathleen Kelleher, Reg. No. 62,230 /Kathleen Kelleher/ Date Name of Person Signing Total number of pages including cover sheet, attachments, and documents: 5

> **PATENT REEL: 053322 FRAME: 0793**

#### ASSIGNMENT

WHEREAS, Himanshu N. Patel, John B. Simpson, and William John Olson, made certain inventions or discoveries (or both) set forth in an Application for Letters Patent of the United States of America, serial number 12/108,433, entitled Catheter System and Method for Boring through Blocked Vascular Passages, filed on 4/23/2008.

WHEREAS, Avinger, Inc., 2045 Martin Avenue, Suite 202, Santa Clara, CA 95050, who, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the entire right, title and interest together with the benefits and privileges hereinafter recited

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which I hereby acknowledge, on behalf of Assignor, I hereby, without reservation;

- 1. Assign, transfer and convey to Assignee any right, title and interest together with the benefits and privileges in and to said inventions and discoveries, said Application for Letters Patent or similar forms of protection of the United States of America, and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and convention applications based in whole or in part upon said inventions or discoveries, or upon said application, and any and all Letters Patent, reissues and extensions of Letters Patent or similar forms of protection granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
- 2. Authorize Assignee to file patent applications in any or all countries or groups of countries on any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or any other relevant convention or treaty or otherwise;
- 3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein, or otherwise as Assignee may direct;
- 4. Warrant that we have not knowingly conveyed to others any rights in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;
- 5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonable serving to assure that said inventions and discoveries, said patent applications and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing any facts of our conceptions, disclosures, and reduction to practice of said inventions or discoveries.

1

Himanshu N. Patel

May 29, 2008

John/B. Simpson

Date

William John Olson

Date