506361972 11/18/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 EPAS ID: PAT6408727 Stylesheet Version v1.2

 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 DR.
City:	REDWOOD CITY
State/Country:	CALIFORNIA
Postal Code:	94063

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16941310

CORRESPONDENCE DATA

Fax Number: (650)212-7562

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.

Phone: 6502121700

Email: jnguyen-perez@shayglenn.com, info@shayglenn.com

Correspondent Name: SHAY GLENN LLP

Address Line 1:2929 CAMPUS DR., SUITE 225Address Line 4:SAN MATEO, CALIFORNIA 94403

ATTORNEY DOCKET NUMBER: 11041-724.301

NAME OF SUBMITTER: KATHLEEN KELLEHER

SIGNATURE: /Kathleen Kelleher, Reg. No. 62,230/

DATE SIGNED: 11/18/2020

Total Attachments: 7

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PATENT REEL: 054412 FRAME: 0365

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PATENT REEL: 054412 FRAME: 0366

U.S. DEPARTMENT OF COMMERCE

RECORDATION FORM COVER SHEET

PATENT AND TRADEMARK OFFICE

PATENTS ONLY		
TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT ORIGINAL DOCUMENTS OR COPY THEREOF.	AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED	
Name of conveying party(ies):	2. Name and address of receiving party(ies):	
(1) PETER H. SMITH (03/17/2016) (2) MANISH KANKARIA (10/26/2017) (3) PRIYANSHU GUPTA (06/08/2017) (4) NICHOLAS J. SPINELLI (08/01/2017) (5) CHARLES W. MCNALL (08/15/2017)	Name: AVINGER, INC. 400 CHESAPEAKE DRIVE REDWOOD CITY, CA 94063	
Additional name(s) of conveying party(ies) attached? Yes No		
3. Nature of Conveyance:	Name and address of receiving party(ies):	
Assignment Merger	Name:	
Security Agreement Change of Name	Street Address:	
Other	City: State: Zip:	
	Country: Additional name(s) & address(es) attached? ———————————————————————————————————	
4. Application number(s) or patent number(s):		
If this document is being filed together with a new application, th	e execution date of the application is:	
A. Patent Application No.(s) – 16/941,310	B. Patent No.(s)	
Title: CHRONIC TOTAL OCCLUSION CROSSING DEVICES WITH IMAGING		
Additional numl	bers attached? Yes No	
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 1	
Kathleen Kelleher		
Shay Glenn LLP		
2929 Campus Drive, Suite 225 San Mateo, CA 94403	7. Total fee (37 CFR 3.41): \$0.00	
	Charge any required fees to Deposit Account 50-4050 .	
DO NOT USE THIS SPACE		
2. Chahamanh and signathura		
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.		
	leen Kelleher/ November 18, 2020	
Name of Person Signing Total number of pages including cover sheet, attachments, and document	Signature Date ts: 07	

PATENT REEL: 054412 FRAME: 0367

SG Docket No.:

11041-724.US0

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

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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

SG Docket No.:

11041-724.US0

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- 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:

Date	Peter H. SMITH	
10/26/2017 Date	JL Hol- Manish KANKARIA	
Date	Priyanshu GUPTA	
Date	Nicholas J. SPINELLI	A
Date	Charles W McNAII	

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. SMITH
Date	Manish KANKARIA
8 Jung 2017 Date	Priyanshu GUPTA
Date	Nicholas J. SPINELLI
Date	Charles W. McNALL

Page 2 of 2

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Date	Peter H. SMITH
Date	Manish KANKARIA
Date	Priyanshu GUPTA
<u> </u>	Nicholas J. SPINELLI
Date	Charles W. McNALL

REEL: 054412 FRAME: 0372

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.

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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
Date	Priyanshu GUPTA
Date	Nicholas J. SPINELLI
08-15-2017	Chelos WM Mell
Date	Charles W. McNALL

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RECORDED: 11/18/2020