

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312431

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cardiva Medical, Inc.		07/24/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	2 Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3700014	CARDIVA CATALYST	
Registration Number:	4296035	VASCADE	
Registration Number:	3693177	BOOMERANG CATALYST	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	703-610-6100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Valerie Brennan, Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	088650.217		
NAME OF SUBMITTER:	Valerie Brennan		
SIGNATURE:	/vb/		
DATE SIGNED:	07/30/2014		
Total Attachments: 26			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”), dated as of July 24, 2014, is made by CARDIVA MEDICAL, INC., a Delaware corporation (“**Grantor**”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION (“**GE Capital**”), as agent (in such capacity, together with its successors and assigns in such capacity, the “**Agent**”) for the Lenders (as defined in the Loan Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of July 24, 2014 (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), among Grantor, the other Loan Parties (as defined therein) thereto, the lenders from time to time party thereto (the “**Lenders**”) and Agent, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce Agent and the Lenders to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to Grantor under the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations hereby mortgages, pledges and hypothecates to Agent, for the benefit of itself and Lenders, and grants to Agent, for the benefit of itself and Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “**Intellectual Property Collateral**”):

(a) all of its trade secrets and rights under any written agreement granting any right to use trade secrets;

(b) all of its copyrights and rights under any written agreement granting any right to use copyrights, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals, reversions and extensions of the foregoing;

(c) all of its trademarks and rights under any written agreement granting any right to use trademarks, including, without limitation, those referred to on Schedule 2 hereto, together with all renewals, reversions and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such trademark covered by clause (c) above;

(e) all of its US patents and rights under any written agreement granting any right to use US patents, including, without limitation, those referred to on Schedule 3 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(f) all of its US patent applications and rights under any written agreement granting any right to use US patent applications, including, without limitation, those referred to on Schedule 3 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(g) all of its PCT patent applications and rights under any written agreement granting any right to use PCT patent applications, including, without limitation, those referred to on Schedule 3 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(h) all of its foreign patents and patent applications, and rights under any written agreement granting any right to use foreign patents and patent applications, including, without limitation, those referred to on Schedule 3 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(i) all applications, registrations, claims, products, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto, proceeds and products thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(j) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and is in no way limiting, the security interest granted to Agent, for the benefit of itself and Lenders, pursuant to the Loan Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more

fully set forth in the Loan Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

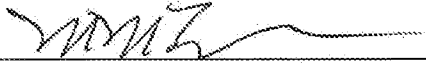
Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

CARDIVA MEDICAL, INC.

By: 

Name: Malcolm Farnsworth


Title: Chief Financial Officer

[Signatures Continue on Following Page]

S-1

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: Jacqueline Blechinger
Title: Duly Authorized Signatory

[End of Signature Pages]

**Schedule 1
to
Intellectual Property Security Agreement**

None.

GECC / Cardiva / IP Security Agreement
WDC - 088650/000217 - 5589691

SCHEDULE 1
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 005333 FRAME: 0538

**Schedule 2
to
Intellectual Property Security Agreement**

[Attached]

SCHEDULE 2
INTELLECTUAL PROPERTY SECURITY AGREEMENT

GECC / Cardiva / IP Security Agreement
WDC - 088650/000217 - 5589691

TRADEMARK
REEL: 005333 FRAME: 0539

R1727 Cardiva Medical, Inc. Status Report - Open cases only

2/5/2014

Matter / Status	Type	App. Type	Title/Mark	Country	Filed Serial No.	Grant/Reg. Date Patent/Reg. No.	Status Text / Action text	Due
R1727-00001	Licensing	Active	Trademark Negotiation with BOSTON SCIENTIFIC CORPORATION	United States				
Open								
R1727-00301	Trademark	Original Application	CARDIVA CATALYST - Word	United States	7/10/2008	10/20/2009	8 & 15 DUE	10/20/2015
Registered					77/518,880	3,700,014	deadline - 8 & 15 Aff of Use	
R1727-00401	Trademark	ITU - Original Application	VASCADE	United States	11/19/2010	2/26/2013	8 & 15 DUE	2/26/2019
Registered					85/181,328	4,296,035	deadline - 8 & 15 Aff of Use	
R1727-00410	Trademark	Application with Priority	Vascade	Australia	12/8/2010	8/18/2011	RENEWAL	12/8/2020
Registered					1398514	1398514	deadline - trademark renewal	
R1727-00424	Trademark	Application with Priority	VASCADE	China	12/20/2010	12/28/2011	RENEWAL	12/27/2021
Registered					8966795	8966795	deadline - trademark renewal	
R1727-00436	Trademark	Application with Priority	VASCADE	European Community	12/9/2010	5/20/2011	RENEWAL	12/9/2020
Registered					9585753	9585753	deadline - trademark renewal	
R1727-00457	Trademark	Application with Priority	VASCADE	Japan	12/9/2010	5/13/2011	RENEWAL	5/13/2021
Registered					2010-095719	5411106	deadline - trademark renewal	
R1727-00488	Trademark	Application with Priority	VASCADE	Switzerland	12/8/2010	4/4/2011	RENEWAL	12/8/2020
Registered					63384/2010	613708	deadline - trademark renewal	
R1727-03201	Trademark	Original Application	BOOMERANG CATALYST - Word	United States	7/26/2007	10/6/2009	8 & 15 DUE	10/6/2015
Registered					77/240,066	3,693,177	deadline - 8 & 15 Aff of Use	

**Schedule 3
to
Intellectual Property Security Agreement**

[Attached]

Master List

Case Number: 28863-703

Title: CLOSURE DEVICE FOR PERCUTANEOUS OCCLUSION OF PUNCTURE SITES AND TRACTS IN THE HUMAN BODY AND METHOD

Client: Cardiva Medical, Inc.

Owner:

Disclosure Status: Filed

Disclosure Date:

Attorney(s): JHES

JALT

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
United States of America	201	ORD	ISSUED	08/798,870	11-Feb-1997	5,782,860	21-Jul-1998	11-Feb-2017

Case Number: 28863-704

Title: EXPANSILE DEVICE FOR USE IN BLOOD VESSELS AND TRACTS IN THE BODY AND TENSION APPLICATION DEVICE FOR USE THEREWITH AND METHOD

Client: Cardiva Medical, Inc.

Owner:

Disclosure Status: Filed

Disclosure Date:

Attorney(s): JHES

SPEL

JALT

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
China (People's Republic)	711	PCT	Granted	98802461.6	06-Feb-1998	ZL988024616	23-Jun-2004	06-Feb-2018
European Patent Convention	611	PCT	Granted	98905021.6	06-Feb-1998	967922	24-Mar-2010	06-Feb-2018
France	631	EPC	Granted	98905021.6	06-Feb-1998	967922	24-Mar-2010	06-Feb-2018
Germany	621	EPC	Granted	98905021.6	06-Feb-1998	967922	24-Mar-2010	06-Feb-2018
Japan	761	PCT	Granted	10-534981	06-Feb-1998	4087906	29-Feb-2008	06-Feb-2018
United Kingdom	641	EPC	Granted	98905021.6	06-Feb-1998	967922	24-Mar-2010	06-Feb-2018
United States of America	501	CIP	ISSUED	08/972,383	18-Nov-1997	5,922,009	13-Jul-1999	11-Feb-2017

Case Number: 28863-705

Title: EXPANSILE DEVICE FOR USE IN BLOOD VESSELS AND TRACTS IN THE BODY AND METHOD

Client: Cardiva Medical, Inc.

Owner:

Disclosure Status: Filed

Disclosure Date:

Attorney(s): JHES

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JALT

Country	United States of America	Sub Case	501	Case Type	CIP	Status	ISSUED	Application Number	09/126,963	Filing Date	31-Jul-1998	Patent Number	5,951,589	Issue Date	14-Sep-1999	Expiration Date	31-Jul-2018
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Priorities

Country	United States of America	Case Type	CIP	Application #	09/126,963	Filing Date	31-Jul-1998
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Case Number: 28863-706

Title: EXPANSILE DEVICE FOR USE IN BLOOD VESSELS AND TRACTS IN THE BODY AND METHOD

Client: Cardiva Medical, Inc.

Owner:

Disclosure Status: Filed

Disclosure Date:

Attorney(s): JHES

SPEL

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Country	United States of America	Sub Case	501	Case Type	CIP	Status	ISSUED	Application Number	09/126,969	Filing Date	31-Jul-1998	Patent Number	6,056,769	Issue Date	02-May-2000	Expiration Date	31-Jul-2018
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Priorities

Country	United States of America	Case Type	CIP	Application #	09/126,969	Filing Date	31-Jul-1998
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Case Number: 28863-707

Title: BIOLOGICAL SEALANT MIXTURE AND SYSTEM FOR USE IN PERCUTANEOUS OCCLUSION OF PUNCTURE SITES AND TRACTS IN THE HUMAN BODY AND METHOD

Client: Cardiva Medical, Inc.

Owner:

Disclosure Status: Filed

Disclosure Date:

Attorney(s): JHES

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Country	United States of America	Sub Case	301	Case Type	CON	Status	ISSUED	Application Number	09/161,193	Filing Date	28-Sep-1998	Patent Number	6,045,570	Issue Date	04-Apr-2000	Expiration Date	18-Nov-2017
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Priorities

Country	United States of America	Case Type	Application #	Filing Date
			08/972,383	18-Nov-1997

Case Number: 28863-708

Title: EXPANSILE DEVICE FOR USE IN BLOOD VESSELS AND TRACTS IN THE BODY AND METHOD

Client: Cardiva Medical, Inc.

Owner:

Disclosure Status: Filed

Disclosure Date:

Attorney(s): JHES

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Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
European Patent Convention	611	PCT	Granted	00905795.1	25-Jan-2000	1156744	03-Nov-2004	25-Jan-2020
United States of America	501	CIP	ISSUED	09/241,680	01-Feb-1999	6,056,770	02-May-2000	19-Nov-2017

Priorities

Country	Case Type	Application #	Filing Date
United States of America		09/241,680	01-Feb-1999

Case Number: 28863-709

Title: EXPANSILE DEVICE FOR USE IN BLOOD VESSELS AND TRACTS IN THE BODY AND METHOD

Client: Cardiva Medical, Inc.

Owner:

Disclosure Status: Filed

Disclosure Date:

Attorney(s): JHES

JALT

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
United States of America	501	CIP	ISSUED	09/528,574	20-Mar-2000	6,464,712	15-Oct-2002	

Case Number: 28863-710

Title: EXPANSILE DEVICE FOR USE IN BLOOD VESSELS AND TRACTS IN THE BODY AND METHOD

Client: Cardiva Medical, Inc.

Owner:

Disclosure Status: Filed

Disclosure Date:

Attorney(s): JHES

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Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
United States of America	301	CON	ISSUED	10/272,508	15-Oct-2002	6,656,207	02-Dec-2003	20-Mar-2020
United States of America	501	CIP	ISSUED	10/718,504	19-Nov-2003	8,323,305	04-Dec-2012	22-Aug-2025

Priorities

Country	Case Type	Application #	Filing Date
United States of America		09/528,574	20-Mar-2000
United States of America		10/718,504	19-Nov-2003
United States of America	ORD	08/798,870	11-Feb-1997

Case Number: 28863-711

Title: DEVICE FOR INTRODUCING AND POLYMERIZING
POLYMERIC BIOMATERIALS IN THE HUMAN BODY AND
METHOD

Client: Cardiva Medical, Inc.

Owner:

Disclosure Status: Filed

Disclosure Date:

Attorney(s): JHES

JALT

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
United States of America	201	ORD	ISSUED	09/169,219	09-Oct-1998	6,022,361	08-Feb-2000	09-Oct-2018

Case Number: 28863-712

Title: APPARATUS AND METHODS FOR CLOSING VASCULAR PENETRATIONS

Client: Cardiva Medical, Inc.

Owner:

Disclosure Status: Filed

Disclosure Date:

Attorney(s): JHES

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Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
United States of America	201	ORD	ISSUED	10/795,019	03-Mar-2004	7,322,976	29-Jan-2008	10-Dec-2025
United States of America	401	DIV	ISSUED	11/943,882	21-Nov-2007	7,815,640	19-Oct-2010	25-May-2025

Priorities

Country	Case Type	Application #	Filing Date
United States of America	PRO	60/452,037	04-Mar-2003

Case Number: 28863-713

Title: DEVICE AND METHOD FOR SEALING BLOOD VESSELS

Client: Cardiva Medical, Inc.

Owner:

Disclosure Status: Filed

Disclosure Date:

Attorney(s): JHES

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Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
Patent Cooperation Treaty	601	ORD	30 MO DONE	US2005/011648	06-Apr-2005			
United States of America	201	ORD	FINAL REJ	10/821,633	09-Apr-2004			

Priorities

Country	Case Type	Application #	Filing Date
United States of America	ORD	10/821,633	09-Apr-2004

Case Number: 28863-714

Title: SELF-TENSIONING VASCULAR OCCLUSION DEVICE AND METHOD FOR ITS USE

Client: Cardiva Medical, Inc.

Owner: Filed

Disclosure Status: Filed

Attorney(s): JHES

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Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
European Patent Convention	611	PCT	Published	05759503.5	18-May-2005			
Japan	761	PCT	Granted	2007-515192	18-May-2005	4954063	23-Mar-2012	18-May-2025
United States of America	201	ORD	ISSUED	10/857,177	27-May-2004	7,572,274	11-Aug-2009	04-Nov-2025
United States of America	401	DIV	ISSUED	12/498,278	06-Jul-2009	8,439,944	14-May-2013	01-Dec-2025
United States of America	501	CIP	ISSUED	10/974,008	25-Oct-2004	7,993,366	09-Aug-2011	01-Dec-2024

Case Number: 28863-715

Title: DRUG ELUTING VASCULAR CLOSURE DEVICES AND METHODS

Client: Cardiva Medical, Inc.

Owner:

Disclosure Status: Filed

Disclosure Date:

Attorney(s): JHES

DJCH

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JALT

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
China (People's Republic)	711	PCT	Granted	200680046690.8	20-Nov-2006	ZL200680046690.8	21-Nov-2012	20-Nov-2026
European Patent Convention	611	PCT	Published	06850411.7	20-Nov-2006			
European Patent Convention	612	PCT	Published	08772314.4	01-Jul-2008			
United States of America	201	ORD	ISSUED	11/302,951	13-Dec-2005	7,691,127	06-Apr-2010	09-Jun-2027
United States of America	401	DIV	ISSUED	12/711,132	23-Feb-2010	8,747,435	10-Jun-2014	22-Apr-2026
United States of America	501	CIP	FINAL REJ	11/772,718	02-Jul-2007			

Priorities

Country	Case Type	Application #	Filing Date
United States of America	ORD	11/302,951	13-Dec-2005

Case Number: 28863-717

Title: HEMOSTASIS-ENHANCING DEVICE AND METHOD FOR ITS USE

Client: Cardiva Medical, Inc.

Owner:

Disclosure Status: Filed

Disclosure Date:

Attorney(s): JHES

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Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
United States of America	301	CON	Published	13/868,775	23-Apr-2013			
United States of America	401	DIV	ISSUED	12/895,205	30-Sep-2010	8,444,671	21-May-2013	15-Mar-2027

Priorities

Country	Case Type	Application #	Filing Date
United States of America	ORD	11/614,276	21-Dec-2006

Case Number: 28863-718

Title: APPARATUS AND METHODS FOR DELIVERING
HEMOSTATIC MATERIALS FOR BLOOD VESSEL CLOSURE

Client: Cardiva Medical, Inc.

Owner:

Disclosure Status: Filed

Disclosure Date:

Attorney(s): JHES

DJCH

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JALT

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
European Patent Convention	611	PCT	Pending	09774368.6	30-Jun-2009			
United States of America	502	CIP	FINAL REJ	13/452,656	20-Apr-2012			

Priorities

Country

United States of America

Case Type Application #

PRO 61/077,104

Filing Date

30-Jun-2008

Case Number: 28863-720

Title: BILATERAL VESSEL CLOSURE

Client: Cardiva Medical, Inc.

Owner:

Disclosure Status: Filed

Disclosure Date:

Attorney(s): JHES

DJCH

JALT

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
United States of America	201	ORD	FINAL REJ	13/016,073	28-Jan-2011			

Priorities

Country	Case Type	Application #	Filing Date
United States of America	PRO	61/303,058	10-Feb-2010

Case Number: 28863-721

Title: CATHETER WITH SEALED HYDRATABLE HEMOSTATIC
OCCLUSION ELEMENT

Client: Cardiva Medical, Inc.

Owner:

Disclosure Status: Filed

Disclosure Date:

Attorney(s): JHES

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JALT

Country	Sub Case	Case Type	Status	Application Number	Filing Date	Patent Number	Issue Date	Expiration Date
Patent Cooperation Treaty	601	ORD	Published	PCT/US2012/053251	30-Aug-2012			
United States of America	201	ORD	FINAL REJ	13/224,539	02-Sep-2011			