

28-99

02-22-1999

FORM PTO-1595

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

M&amp;G-11587.6US11



100969240

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Katherine S. Tweden  
Guy P. Vanney  
Thomas L. Odland

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

HeartStent Corporation  
651 Campus Drive  
St. Paul, Minnesota 55112Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ NoAdditional name(s) & address(es) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Assignment | <input type="checkbox"/> Merger         |
| <input type="checkbox"/> Security Agreement    | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Other:                |   |

Execution Date: January 28, 1999

## 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: January 28, 1999

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: David G. Schmaltz  
Address: Merchant, Gould, Smith, Edell,  
Welter & Schmidt, P.A.  
3100 Norwest Center  
90 South Seventh Street  
Minneapolis, MN 55402-4131

## 6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- ☒
- Enclosed
- 
- ☐
- Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

02/17/1999 JSHADAZZ 00000133 092465%

FC:581

40.00 DP

DO NOT USE THIS SPACE

## 9. 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.

David G. Schmaltz

Name of Person Signing

Signature

February 8, 1999

Date

Total number of pages including cover sheet, attachments, and document: 4

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

PATENT  
REEL: 9763 FRAME: 0263

## ASSIGNMENT

WHEREAS, we, Katherine S. Tweden, residing at 1175 Ashley Lane, Mahtomedi, Minnesota 55115; Guy P. Vanney, residing at 9474 Monroe Street, Blaine, Minnesota 55434; and Thomas L. Odland, residing at 6367 Deerwood Lane, Lino Lakes, Minnesota 55014, made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States, which is entitled TRANSMYOCARDIAL IMPLANT WITH CORONARY INGROWTH.

AND WHEREAS, HeartStent Corporation, a corporation organized and existing under and by virtue of the laws of the State of Minnesota, and having an office and place of business at 651 Campus Drive, St. Paul, Minnesota 55112 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 28 day of

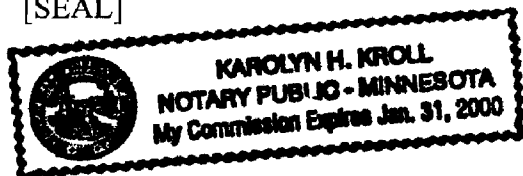
January, 1999.

Katherine S. Tweden  
Katherine S. Tweden

STATE OF Minnesota )  
COUNTY OF Isanti ) ss.

On this 28 day of January, 1999 before me personally appeared Katherine S. Tweden to me known and known to me to be the person described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same for the uses and purposes therein set forth.


[SEAL]



Karoly H. Kroll  
Notary Public

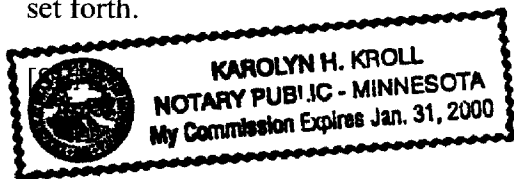
IN TESTIMONY WHEREOF, I have hereunto set my hand this 28 day of

January, 1999.

  
Guy P. Vanney

STATE OF Minnesota )  
COUNTY OF Isanti ) ss.

On this 28 day of January, 1999, before me personally appeared Guy P. Vanney to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.



  
Notary Public

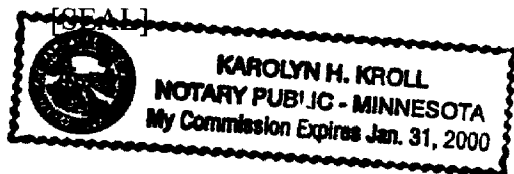
IN TESTIMONY WHEREOF, I have hereunto set my hand this 28 day of

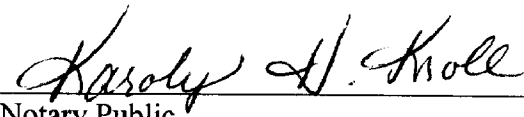
JANUARY, 1999.

  
Thomas L. Odland

STATE OF Minnesota )  
COUNTY OF Isanti ) ss.

On this 28 day of January, 1999, before me personally appeared Thomas L. Odland to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.



  
Notary Public