



03-01-1999



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Our Ref.: 1577-1, 2, 3, 4, 6, 7, 8, 9,
10, 11, 12 and 73

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

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

1. Name of conveying party(ies): CryoLife, Inc. <i>MLD</i> <i>2-2499</i>		2. Name and address of receiving party(ies): Name: <u>CryoLife Technology, Inc.</u> Internal Address: _____ Street Address: <u>1325 Airmotive Way #130</u> _____ _____ City: <u>Reno</u> State/Country: <u>Nevada</u> Zip: <u>89502-3239</u> _____ Additional name/s & address/es attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Assignment <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>December 17, 1998</u>						
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: _____ A. Patent Application No(s). (1) _____ (2) _____ (3) _____ B. Patent No(s). (1) <u>5,318,524</u> (2) <u>5,259,971</u> (3) <u>5,219,328</u> Additional numbers attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Mary J. Wilson</u> Internal Address: _____ Street Address: <u>Nixon & Vanderhye P.C.</u> <u>1100 North Glebe Road</u> <u>8th Floor</u> City: <u>Arlington</u> State: <u>VA</u> Zip: <u>22201</u>		6. Total number of applications & patents involved: <u>11</u> 7. Total fee (37 CFR 3.41) \$ <u>440.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account #14-1140 8. The Commissioner is hereby authorized to charge any deficiency in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our Account No. 14-1140.				
02/26/1999 DNGUYEN 00000132 5318524 01 FC:581 440.00 OP		DO NOT USE THIS SPACE				
9. Statements 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. <table><tr><td><u>Mary J. Wilson</u> Name of Person Signing Reg. No. 32,955</td><td><u>Mary J. Wilson</u> Signature</td><td><u>February 24, 1999</u> Date</td></tr></table> Total number of pages including original cover sheet, attachments, and document: [8]				<u>Mary J. Wilson</u> Name of Person Signing Reg. No. 32,955	<u>Mary J. Wilson</u> Signature	<u>February 24, 1999</u> Date
<u>Mary J. Wilson</u> Name of Person Signing Reg. No. 32,955	<u>Mary J. Wilson</u> Signature	<u>February 24, 1999</u> Date				

RECORDATION FORM COVER SHEET

PATENTS ONLY

Our Ref.: 1577-1, 2, 3, 4, 6, 7, 8, 9,
10, 11, 12 and 73

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

1. Name of conveying party(ies):

2. Name:

Street Address:

City:

State:

Zip:

4. Application number(s) or patent number(s):

A. Patent Application No(s).

(4)

(5)

(6)

(7)

(8)

(9)

B. Patent No(s).

(4) 5,110,722

(5) 5,131,850

(6) 5,149,621

(7) 5,145,769

(8) 5,158,867

(9) 5,122,110

(10) 5,030,215

(11) 5,385,606

PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into effective as of April 17, 1998, by and between CryoLife, Inc., a Florida corporation, having an office and principal place of business at 1655 Roberts Blvd., NW, Kennesaw, Georgia 30144 ("Assignor") and CryoLife Technology, Inc., a Nevada corporation, having an office and principal place of business at 1325 Airmotive Way #130, Reno, Nevada 89502-3239 ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns the patents, as shown in the attached Exhibit A (collectively, the "Patents");

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to assign to Assignee, said Patents together with the goodwill of its business symbolized thereby;

WHEREAS, Assignee is a wholly owned subsidiary of Assignor; and

WHEREAS, pursuant to a Stock Subscription Agreement of even date herewith (the "Subscription Agreement"), Assignor has agreed to assign to Assignee the Patents;

NOW, THEREFORE, for and in consideration of the premises, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Consideration for Assignment. Contemporaneously with the execution of this Agreement, Assignee has issued its common stock to Assignor pursuant to the Subscription Agreement.

2. Assignment. Assignor hereby assigns to Assignee all right, title and interest in and to the Patents, together with the goodwill symbolized thereby.

3. Warranties and Representations. Assignor represents and warrants to Assignee that:

3.1 Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

3.2 Assignor has full corporate authority to execute this Agreement, and this Agreement and the terms and conditions hereof have been duly authorized by all requisite corporate authority and will not result in a violation of any of the provisions of Assignor's corporate charter, bylaws or any agreement to which Assignor may be a party.

3.3 Assignor is the owner of the Patents, no other person or entity has any security interest in the Patents, in any registrations thereof, or in any applications to register the Patents, and there have been no prior assignments of the Patents registrations thereof, or any applications to register the Patents.

3.4 No person or entity is using the Patents with Assignor's permission or pursuant to any agreement with Assignor.

3.5 The Patents have been used by Assignor without the receipt of any claims of infringement or demands for cessation of use from third parties, and Assignor has not abandoned or discontinued its use of the Patents.

3.6 There are no actions, suits, claims or proceedings pending or, to Assignor's knowledge, threatened against Assignor in any court or before any governmental agency which might have an adverse affect on the Patents or the services identified by the Patents. Assignor is not subject to any order, writ, injunction or decree of any court or governmental agency which would prevent or impede the assignment of the Patents, or which has created or would create a lien thereon, or would affect or interfere with Assignee's use thereof or its rights therein.

4. Indemnification by Assignor. Assignor shall indemnify and hold harmless Assignee, its successors and assigns, at all times after the date of this Agreement, against:

4.1 Any and all damages or deficiencies resulting from any misrepresentation or breach of warranty, or from any other misrepresentation in or omission from any certificate or other instrument furnished or to be furnished Assignee pursuant to this Agreement;

4.2 Any loss, damage, liability or expense resulting from, or arising out of any claim by any customer of Assignor relating to any act or admission by Assignor in connection with any services rendered by Assignor under any Patents.

4.3 All actions, suits, proceedings, demands, assessments, judgments, costs and expenses, including attorney's fees, incident to any of the foregoing. Assignor shall hold Assignee harmless for any damage, loss, or expense incurred by Assignee at any time after the execution of this Agreement with respect to any of the foregoing indemnities.

5. Assignments and Sublicenses. Assignor acknowledges and agrees that, subject to the terms and conditions of this Agreement, only Assignee has the right to license other entities or individuals to use the Patents in any manner whatsoever. Assignor shall not grant to any other entity or individual the right to use the Patents in any manner whatsoever.

6. Breach of Agreement. If either party breaches a term of this Agreement, the other party shall notify such party in writing of such breach and such party shall have thirty (30) days after the date of its receipt of such notice within which to cure its breach. If such breach is not cured within said thirty (30) day period, the other party may, at its option, sue to enjoin such breach, sue for damages resulting from such breach, terminate this Agreement, or exercise all such remedies. In the event that such suit is instituted, the breaching party shall be obligated to reimburse the nonbreaching party for its reasonable attorney's fees and court costs incurred. The provisions of this paragraph are in addition to and not in limitation of those rights, remedies and duties provided elsewhere in this Agreement and by law.

7. Miscellaneous.

7.1 Severability. Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions will not be affected by such holding.

7.2 Applicable Law. The validity and effect of this Agreement is governed by and construed in accordance with the laws of the State of Nevada.

7.3 Notice. Whenever this Agreement permits or requires that notice be given, such notice must be in writing and is deemed given when actually received or five (5) days after having been deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, and addressed:

If to assignor. to: CryoLife, Inc.
1655 Roberts Blvd., NW
Kennesaw, Georgia 30144
Attn: Edwin B. Cordell, Jr.

If to Assignee, to: CryoLife Technology, Inc.
1325 Airmotive Way #130
Reno, Nevada 89502-3239
Attn: Janice George

or to such other address as either party shall designate in a notice to the other given as provided herein.

7.4 Successors. All the provisions hereof bind and inure to the benefit of Assignee, its successors, assigns, and representatives and Assignors, its successors and representatives.

7.5 Headings. Paragraph headings included in this Agreement are for convenience only and are not to affect the interpretation of, or be taken into consideration in interpreting this Agreement.

7.6 Incorporation of Exhibits. Exhibit A is expressly made part of this Agreement, is incorporated by reference, and shall be given the same force and effect as if said Exhibit was included within the body of this Agreement.

7.7 Waiver; Modification. No change or modification of this Agreement will be valid or binding on the parties, nor will any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver is in writing and signed by the parties.

7.8 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

Sworn to and subscribed
before me this 17th day
of December, 1998.

Suzanne K. Gilbert
Notary Public

My commission expires:

Notary Public, Cobb County, Georgia
My Commission Expires Sept. 13, 2000

Sworn to and subscribed
before me this 17th day
of December, 1998.

Suzanne K. Gilbert
Notary Public

My commission expires:

Notary Public, Cobb County, Georgia
My Commission Expires Sept. 13, 2000

"Assignor":

CRYOLIFE, INC.

By: Edwin B. Cordell, Jr.
Edwin B. Cordell, Jr., Vice President
- Finance, Chief Operating Officer

"Assignee":

CRYOLIFE TECHNOLOGY, INC.

By: Edwin B. Cordell, Jr.
Edwin B. Cordell, Jr., Vice President
- Finance, Chief Operating Officer

Patent Listing
Exhibit A

Patent #	Application #	Title	Country	Law Firm Name	Filed ID	Issued
4318904	143887	Peptide Affinity Labels for Thrombin and Other Trypsin-Like Proteases	US	Amall Golden & Gregory	General	3/9/82
5,218,137	857390	Light Activated Acyl-Enzymes	US	Ball, Seitzer, Park, et al	538	8/8/83
0489638	809135657	Light Activated Acyl-Enzymes	Europe	Ball, Seitzer, Park, et al	539	12/21/84
2,085,008	2085008	Light Activated Acyl-Enzymes	Canada	Ball, Seitzer, Park, et al	538	8/1/85
638,269	83318780	Light Activated Acyl-Enzymes	Australia	Ball, Seitzer, Park, et al	536	4/22/83
5171660	344013	Process of Revitalizing Cells and Tissue Prior to Cryopreservation	US	Kenyon & Kenyon	15980-01	12/15/82
5031782	595297	Three Envelope Package for Sterile Specimens	US	Kenyon & Kenyon	15980-02	7/16/81
6099847	90304038.4	Process of Revitalizing Cells and Tissue Prior to Cryopreservation	EPO	Kenyon & Kenyon	15960-05	12/20/95
5071741	182367	Cryoprotective Agent and its use in Cryopreservation of Cellular Matter	US	Kenyon & Kenyon	15980-06	12/10/81
5192312	07/684,902	Treated Tissue for Implantation and Methods of Treatment and Use	US	Kenyon & Kenyon	15980-07	3/8/93
5160313	699873	Process for Preparing Tissue for Transplantation	US	Kenyon & Kenyon	15980-16	11/3/92
5257682	730358	Three Envelope Package for Sterile Specimens	US	Kenyon & Kenyon	15980-20	11/2/83
5338626	815394	Preparation of Bone for Transplantation	US	Kenyon & Kenyon	15980-21	8/2/84
5424207	927788	Process of Revitalizing Cells and Tissue Prior to Cryopreservation	US (div. 1)	Kenyon & Kenyon	15960-28	6/13/95
5513862	184184	Preparation of Bone for Transplantation	US	Kenyon & Kenyon	15960-33	5/7/96
4597266	737680	Freezing Agent and Container	US	Kenyon & Kenyon	15980-46	7/1/86
5613982	08/463,455	Treated Tissue for Implantation and Methods of Preparation	US (Div of 49)	Kenyon & Kenyon	15980-65	3/25/97
5632778	08/463,643	Treated Tissue for Implantation and Methods of Preparation	US (Div of 49)	Kenyon & Kenyon	15980-66	5/27/97
5316524	07/844,497	Fibrin Sealant Delivery Kit	US	Nixon & Vanderhye	1577-02	6/7/94
5259971	07/844,174	Method of Preparing Fibrinogen	US	Nixon & Vanderhye	1577-03	11/8/93
5219328	07/460,378	Fibrin Sealant Delivery Method	US	Nixon & Vanderhye	1577-04	8/15/93
5,110,722	07/433,952	Cell, Tissue or Organ Storage Solution	US	Nixon & Vanderhye	1577-08	5/5/92
5,131,850	07/431,153	Method for Cryopreserving Musculoskeletal Tissues	US	Nixon & Vanderhye	1577-07	7/21/92
5,148,821	07/436,364	Kit for Cryopreserving Blood Vessels	US	Nixon & Vanderhye	1577-08	9/22/92
5,145,769	07/088,092	Method for Cryopreserving Blood Vessels	US	Nixon & Vanderhye	1577-09	9/8/92
5158887	07/436,365	Method for Cryopreserving Blood Vessels	US	Nixon & Vanderhye	1577-10	10/27/92
5122110	07/436,357	Device and Method for Cryopreserving Blood Vessels	US	Nixon & Vanderhye	1577-11	8/18/92
5030215	07/460,640	Preparation of Fibrinogen/Factor XIII	US	Nixon & Vanderhye	1577-12	7/9/91
2104701	5052728.14	Fibrin Sealant Delivery Method	Soviet Union	Nixon & Vanderhye	1577-19	2/20/98
641472	71733791	Fibrin Sealant Delivery Method	Australia	Nixon & Vanderhye	1577-23	2/1/84
2688301	507432/88	Device and Method for Cryopreserving Blood Vessels	Japan	Nixon & Vanderhye	1577-30	8/15/87

Patent Listing
Exhibit A

Patent #	Application #	Title	Country	Law Firm Name	Firm ID	Issued
0382745	8808034.7	Device and Method for Cryopreserving Blood Vessels	Europe	Nixon & Vandethye	1577-31	10/26/94
827438	24210/88	Device and Method for Cryopreserving Blood Vessels	Australia	Nixon & Vandethye	1577-32	1/12/93
80/5841	88/5941	Method for Cryopreserving Blood Vessels	South Africa	Nixon & Vandethye	1577-33	4/25/90
20/0317	8802598	Device and Method for Cryopreserving Blood Vessels	Spain	Nixon & Vandethye	1577-34	9/18/89
172905	12754	Device and Method for Cryopreserving Blood Vessels	Mexico	Nixon & Vandethye	1577-35	1/20/84
1333884	574831	Device and Method for Cryopreserving Blood Vessels	Canada	Nixon & Vandethye	1577-36	12/27/84
0382745	8808034.7	Device and Method for Cryopreserving Blood Vessels	Switzerland	Nixon & Vandethye	1577-43	10/26/94
P3851959.3	8808034.7	Device and Method for Cryopreserving Blood Vessels	Germany	Nixon & Vandethye	1577-44	10/26/94
0382745	8808034.7	Device and Method for Cryopreserving Blood Vessels	France	Nixon & Vandethye	1577-45	10/26/94
0382745	8808034.7	Device and Method for Cryopreserving Blood Vessels	United Kingdom	Nixon & Vandethye	1577-46	10/26/94
0382745	8808034.7	Device and Method for Cryopreserving Blood Vessels	Italy	Nixon & Vandethye	1577-47	10/26/94
0382745	8808034.7	Device and Method for Cryopreserving Blood Vessels	Netherlands	Nixon & Vandethye	1577-48	10/26/94
875839	3803383	Fibrin Sealant Delivery Method	Australia	Nixon & Vandethye	1577-51	8/2/97
83/4840	83/4840	Aldehyde-Cured Proteinaceous Adhesive	South Africa	Nixon & Vandethye	1577-70	10/26/94
5,385,808	08034,184	Adhesive Composition and Method	US	Nixon & Vandethye	1577-73	1/31/95
0402038	80305913.7	Human Heart Valve Replacement with Porcine Pulmonary Valve	Europe	Nixon & Vandethye	1577-76	4/3/96
P69028308.	90305913.7	Human Heart Valve Replacement with Porcine Pulmonary Valve	Germany	Nixon & Vandethye	1577-82	4/3/96
0402036	80305913.7	Human Heart Valve Replacement with Porcine Pulmonary Valve	France	Nixon & Vandethye	1577-83	4/3/96
0402036	90305913.7	Human Heart Valve Replacement with Porcine Pulmonary Valve	GB	Nixon & Vandethye	1577-84	4/3/96
5089015	442851	Method for Implanting Unstented Xenografts and Allografts	US	Nixon & Vandethye	1577-88	2/18/92
S,352,240	359,478	Human Heart Valve Replacement with Porcine Pulmonary Valve	US	Nixon & Vandethye	1577-88	10/4/94
809781	8332487	Method for Cryopreserving Heart Valves	Australia	William Brinks Olds, et al	3985-09	8/2/91
1310388	550843	Method for Cryopreserving Heart Valves	Canada	William Brinks Olds, et al	3985-10	11/24/92
341245	PC7/US87/02960	Method for Cryopreserving Heart Valves	Europe	William Brinks Olds, et al	3985-12	3/11/92
188-186	000,095/9,388	Method for Cryopreserving Heart Valves	Mexico	William Brinks Olds, et al	3985-14	12/23/93
5741782	08/628,187	Antibiotic Cocktail and Method of Use	US	William Brinks Olds, et al	3985-147	4/21/98
4690457	07/000,095	Method for Cryopreserving Heart Valves	US	William Brinks Olds, et al	3985-61	1/2/90
		New York Blood Center	License			2/8/96
		Trademarks				1/1/85
		General				1/1/85