	04-19-1999 ПРТО 1585 101013343	[15960/999 M COVER SHEET U.S. Department of Commerce 2 Patent and Trademark Office
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	Honorable Commissioner of Patents and Trademarks: Please record the a	attached original documents or copy thereof
Cry Additio 3. Nati ⊠ As: □ Se	ne of conveying party(ies): oLife, Inc. anal name(s) of conveying parties attached? ure of conveyance: signment curity Agreement Change of Name her:	2. Name and address of receiving party(ies) Name: CryoLife Technology, Inc. Internal Address: 1325 Airmotive Way #130 Reno, Nevada 89502-3239 Additional name(s) & address(es) attached? □ Yes ⊠ No
	tion dates: April 17, 1998	
5. Nan	Ication numbers or patent numbers: document is being filed together with a new application, the ent Applications Additional Numbers ne and address of party to whom correspondence ning document should be mailed:	B. Patent No.(s) 5,171,660 5,031,762 5,071,741 5,160,313 5,257,692 5,424,207 4,597,266 5,613,982 5,632,778 s attached? □ Yes ⊠ No 6. Total number of applications and patents involved: 9
Street	Paul H. Heller I Address: KENYON & KENYON Address: One Broadway Iew York State: New York ZIP: 10004	 7. Total fee (37 C.F.R. 3.41)\$ 360.00 □ Enclosed ☑ Authorized to be charged to deposit account 8. Deposit account number:
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To t of the <u>M. Lis</u>	ement and signature.	formation is true and correct and any attached copy is a true copy $April 8, 1999$
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Patent Listing Exhibit A

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0382745	35808034.7	Usivice and Method for Cryopressiving Blood	Europe	Nixon & Vanderhye	1577-31	10/26/94
827438	24210/88	Device and Method for Cryopreserving Blood Vessals	Anoloska	Million & Manualashia	1577-32	1/12/90
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1333684	574831	Device and Method for Cryopreserving Blood Vessels	Canada	Nimp & Vanderbus	1577-38	12/27/84
0362745	88908034.7	Device and Method for Cryopreserving Elbod Vessels	Suffreiland	Nirm & Vandadius	1577-43	
P3851959.3	88908034.7	Device and Mathod for Cryopreserving Blood Vessels	Germany	Nixon & Vanderbut	1577-44	10/26/84
0382745	56908034,7	Device and Method for Cryopreserving Blood Vessels	France	Nixon & Vanderbye	1577-45	
0382745	88808034.7	Device and Malhod for Cryopreserving Bloed Vessels	United Kingdom	Nhon & Vandentwo	1577-48	
0362745	86903034,7	Device and Method for Cryopreserving Blood Vessels	Plaiv 8	Nixon & Vanderhve	1577-47	10/26/84
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875839	SBOOJVBS	Fibrin Sealent Delivery Method	Australia	Nixon & Vanderhve	1577-51	1
83/4840	83/4840	Aldehyde-Cured Proteinaceous Adhestva	South Africa	Nixon & Vanderhve	1577-70	10/28/94
5,385,608	08/034,184	Adhasive Composition and Mathod	US	Nibron & Vandevhye	1577-73	1/31/85
0402036	13.7	vilh Porcine	Europe	Nixon & Vanderhys	1577-76	
P69028308.	90305913.7	ve Replacement with Porcine	Germany	Noon & Vanderhye	1577-82	
0402036	80305913.7	Human Heart Valve Replacement with Poicine Pulmonary Valve	France	Nixon & Vanderhve	1577-83	
0402036	90305913.7	Human Heart Valve Replacement with Poscine Pulmonary Valve	ନ୍ତ୍ର	Nicon & Vandachue	1577-84	-
5084015	442951	Method for Implanting Unstented Xenografts and Allografts	US I	Nimp & Vandaihve	1577-86	
5,352,240	359,478	Human Heart Valve Replecement with Porcine Pulmonary Valve		Nixon & Veryda hus	1677-88	
192609	83324/87	Method for Cryopresenving Heart Valves	Australia	William Brinks Olds. &	3985-09	-+
1310588	550943		Canada	William Brinks Olds. et	3085-10	
341245	PCT/US87/02960		Eulopa	William Brinks Olds, et	3885-12	2111/82
188-186	000,095/9.388	Mathod for Cryopreserving Heart Valves	Merdco	William Brinks Olds, &	3985-14	12/22/93
5741782	108/828,167	Antibiotic Cocktail and Mathod of Use	S	William Brinics Olds, et	3985-147	
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Patent Listing Exhibit A

PATENT REEL: 9883 FRAME: 0414

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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").

$\underline{WITNESSETH}$:

WHEREAS, Assignor owns the patents, as shown in the attached <u>Exhibit A</u> (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. <u>Consideration for Assignment</u>. Contemporaneously with the execution of this Agreement, Assignee has issued its common stock to Assignor pursuant to the Subscription Agreement.

2. <u>Assignment</u>. 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.

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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. <u>Indemnification by Assignor</u>. 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. <u>Assignments and Sublicenses</u>. 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. <u>Breach of Agreement</u>. 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.

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7. <u>Miscellaneous</u>.

7.1 <u>Severability</u>. 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 <u>Applicable Law</u>. The validity and effect of this Agreement is governed by and construed in accordance with the laws of the State of Nevada.

7.3 <u>Notice</u>. 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.

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

7.4 <u>Successors</u>. 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 <u>Headings</u>. 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 <u>Incorporation of Exhibits</u>. <u>Exhibit A</u> 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 <u>Waiver; Modification</u>. 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 <u>Entire Agreement</u>. 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.

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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 <u>17th</u> day of <u>lefnite</u>, 1998.

Sabbert Notary Public

My commission expires:

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

Sworn to and subscribed before me this <u>17th</u>day of <u>1998</u>.

. Sablert Public

My commission expires:

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

CRYOLIFE, INC.

Condell. By:

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

"Assignee":

CRYOLIFE TECHNOLOGY, INC.

El- B. Confell By:

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

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RECORDED: 04/12/1999

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