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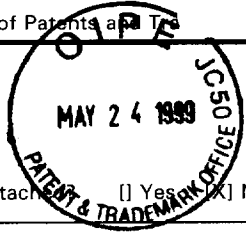
05-28-1999



To the Honorable Commissioner of Patents and Trademarks

101049899

Documents or copy thereof.



1. Name of conveying party(ies):
JOSHUA E. TSITLIK

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: MAY 2, 1999

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

Name: **CARDIO TECHNOLOGIES, INC.**

Internal Address: **ROUTE 46E,**

MONTVILLE BUSINESS CENTER

BUILDING NO. 43

Street Address:

City: **PINE BROOK** State: **NEW JERSEY** Zip: **07058**

Additional name(s) & address(es) attached? Yes No

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)

09/185,287
NOVEMBER 11, 1998

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Darby & Darby P.C.

Internal Address:

Street Address: 805 Third Avenue, 27th Floor

City: New York State: New York Zip: 10022-7513

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. Deposit account number:

04-0100

(Attach duplicate copy of this page if paying by deposit account)

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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.

EUGENE L. SZCZECINA, JR.
Name of Person Signing

Eugene L. Szczecina, Jr.
Signature

May 19, 1999
Date

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

5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

File No: 1099/1D420-US1

ASSIGNMENT

JOSHUA E. TSITLIK, residing at 6700 South Branard Avenue, Apt. 045, Country Side, Illinois 60535; **LUDMILA GUDIS**, residing at 113 Northwood Drive, Lutherville, Timonium, Maryland 21093; **HOWARD R. LEVIN**, residing at 640 Pomander Walk, Teaneck, New Jersey 07666; **PAUL C. MICHELMAN**, residing at 360 Cabrini Blvd., Apt. 5F, New York, New York 10040; **ROBERT W. REINHARDT**, residing at 3 Aberdeen Road, Chatham, New Jersey 07928; **CRAIG W. SHERMAN**, residing at 44 Hemlock Street, Arlington, Massachusetts 02174;; **WILLIAM A. EASTERBROOK, III**, residing at 43 Newark Avenue, Westwood, New Jersey 07675 and **NAUM ZISELSON**, residing at 6719 Chokeberry Road, Baltimore, Maryland 21209; and all citizens of the United States of America, do hereby sell and assign to the said ASSIGNEE, its successors and assigns, all their rights, title and interest, in and for the United States of America, in and to their invention entitled:

METHOD AND APPARATUS FOR ASSISTING A HEART TO PUMP BLOOD

described in the patent application Serial No. 09/185,287, filed on November 3, 1998;

WHEREAS, **CARDIO TECHNOLOGIES, INC.**, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having offices and doing business at **Route 46E, Montville Business Center, Building No. 43, Pine Brook, New Jersey 07058** and elsewhere, herein below called "Assignee", is desirous of securing the entire right, title and interest in and to the said invention, application and Letters Patent, when granted, and in and to any divisions, divisions, continuations, improvements, reissues or extensions that may be made or granted thereon;

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar (\$1.00) to us in hand paid by the said Assignee, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, we, the said Assignors have

sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over unto the said Assignee, its successors and assigns, the entire right, title and interest throughout the world in and to the said invention, application and Letters Patent, when granted, and in and to any divisions, continuations, improvements, reissues or extensions that may be made or granted on any of them;

TO HAVE AND TO HOLD the same to the full end of the term or terms for which said Letters Patent may be granted, as fully and completely as the same might be held by us had this sale and assignment not been made.

For the consideration aforesaid, we hereby covenant and agree to and with the said Assignee, its successors and assigns, that whenever its counsel or representative, or the counsel or representative of its successors or assigns, shall advise that an amendment to, or a division of, or any other proceeding or action in connection with said application or invention, including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension of said Letters Patent is lawful and desirable, we will sign all papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue or continuation or extension of the same, and will do all acts necessary or required to secure to the said Assignee, its successors, and assigns, the title to and full benefit of all rights hereby assigned, without charge to said Assignee or its successors or assigns, but at its or their expense;

AND the Commissioner of patents and Trademarks is requested to issue the said Letters Patent, when granted, in accordance with this sale and assignment.

For the consideration aforesaid, we have sold, assigned, transferred and set over and by these presents do sell, assign, transfer and set over unto the said Assignee, its successors, and assigns, or the nominees of any of them, the entire right, title and interest in and to any and all Letters Patent for said invention, which may be granted in countries foreign to the United States, and in and to any applications for Letters Patent, which may be filed for said invention in

countries foreign to the United States, and in and to the invention described in said applications; and we hereby authorize and empower said Assignee and its successors, assigns or nominees, to apply for Letters Patent or other form of protection on aid invention in its own name or in the name of its successors, assigns or nominees, in any or all countries where it may desire to file such application, and where said application may be filed by another than the inventor; and we hereby covenant and agree to sign all papers and drawings, take all rightful oaths, execute all rightful affidavits, and do all acts necessary or required to be done for the procurement and maintenance of Letters Patent or other form of protection for said invention in countries foreign to the United States, and for further investing or confirming the right and title thereto in the Assignee, its successors, assigns or nominees, without charge to said Assignee, its successors, assigns or nominees, but at its or their expense.

We declare under penalty of perjury under the laws of the United States of America that we have signed this document as our own free act and that all of the foregoing is true and correct.

date: 5/02/1999



Joshua E. TSITLIK

date: _____

Ludmila GUDIS

date: _____

Mark S. HOWANSKY

date: _____

Howard R. LEVIN

date: _____

Paul C. MICHELMAN

date: _____

Robert W. REINHARDT

date: _____

Craig W. SHERMAN

date: _____

William A. EASTERBROOK, III

date: _____

Naum ZISELSON

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