

12-15-1999

Form PTO 1595

RE



Docket No. MEDIV1120-1

MED 12.13.99

101222585

To the Honorable Commissioner for Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of Conveying party(ies):

a. **Robert A. VanTassel**
 b. **David R. Holmes, Jr.**
 c. **Robert S. Schwartz**

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

2. Name and address of receiving Party(ies)

Name: Tricardia, LLC

Internal Address: _____

Street Address: 6420 Bayview Place

City: Excelsior State: MN Zip: 55331

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of name
 Other _____

Execution Date: a) 10/3/99, b) 10/5/99, c) 10/5/99

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) 09/382,275 B. Patent No.(s) _____

Additional numbers attached? Yes No

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

Name: June M. Learn, Esq.
GRAY CARY WARE & FREIDENRICH LLP

Street Address 4365 Executive Drive, Suite 1600

City: San Diego State: CA Zip: 92121

6. Total number of Applications and patents involved: 1

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

: Enclosed
 : Authorized to charge the recordation fee or any underpayment to deposit account.

8. Deposit account Number: 07-1895

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.

June M. Learn June M Learn Dec 8, 1999
 Name of Person Signing Signature Date
 Registration No. 31,238

Total number of pages including cover sheet, attachments, and document: 6

12/13/1999 ASHLE 0909123 071895 09342275 40.00 CH 06 FC:561

ASSIGNMENT
(BY INVENTOR(S))

This assignment ("Assignment") is made by Robert A. VanTassel, of Excelsior Minnesota, David R. Holmes, Jr., of Rochester, Minnesota, and Robert S. Schwartz, of Rochester, Minnesota (collectively, the "Assignors") to Tricardia, LLC, a Minnesota corporation ("Assignee"), having a place of business at 6420 Bayview Place, Excelsior, Minnesota 55331.

Recitals

A. Each of the Assignors has invented a new and useful invention entitled AN IMPLANTABLE DEVICE FOR PROMOTING REPAIR OF A BODY LUMEN for which an application for United States Letters Patent was filed on August 25, 1999, in the United States Patent and Trademark Office.

B. Each of the Assignors authorizes and requests insertion of the serial number of the application when officially known:

The United States Application Serial No.: 09/382,275.

C. Each of the Assignors believes the Assignors to be the original, first and joint inventors of the invention disclosed and/or claimed in the application for Letters Patent.

D. The parties desire to have a recordable instrument assigning from the Assignors to the Assignee the entire rights, title and interest in and to the invention, the application and all Letters Patent in the United States and throughout the world that may be granted or issued for the invention or that derive a right of priority from the application (including, without limitation, all divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and reexaminations thereof, and all foreign counterparts thereof) (collectively, the "Invention Patents").

Agreement

NOW, THEREFORE, in accordance with the obligations to assign the Invention Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignors agrees to the foregoing and as follows:

1. Each of the Assignors does and will sell, assign and transfer to Assignee, such Assignor's entire rights, title, and interest in and to each of the Invention Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

2. Each of the Assignors agrees that, upon request and without further compensation, but at no expense to such Assignor, such Assignor and such Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure any of the Assignors' signatures to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world, each such Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as such Assignor's agents and attorneys-in-fact to act for and on such Assignor's behalf and instead of such Assignor to execute such document, all with the same legal force and effect as if executed by such Assignor.

3. Each of the Assignors represents and warrants that such Assignor has not granted and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights inconsistent with the rights granted herein.

4. Each of the Assignors authorizes and requests the Assistant Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Invention Patents.

5. This Assignment constitutes the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. No waiver, amendment, or modification of this Assignment shall be effective against the Assignee, unless in writing executed by a duly authorized representative of the Assignee. This Assignment shall be governed in all respects by the laws of the United States of America and by the laws of the state/province of Minnesota, as such laws are applied to agreements entered into and to be performed entirely within Minnesota between Minnesota residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Minnesota, as applicable, for any matter arising out of or relating to this Assignment, except that in any action seeking to enforce any order or any judgment of such federal or state courts located in Minnesota, such personal jurisdiction shall be nonexclusive. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Assignee for which there will be no adequate remedy at law, and Assignee shall be entitled to injunctive relief and/or a decree of specific performance, and such other relief as may be proper.

IN WITNESS WHEREOF, each of the Assignors has executed this Assignment on the date(s) provided below.

Date: 10/3/99

Assignor: Robert A. VanTassel

Signature: [Handwritten Signature]

STATE OF Minnesota
COUNTY OF Henriette

On October 3, 1999 before me, Sandra L. McCollum, a Notary Public in and for said State, personally appeared Robert A. VanTassel, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Handwritten Signature]
(Signature of Notary)



Sandra L. McCollum
Notary Public, State of Minnesota
My Commission Expires
01/31/2000

Assignor: David R. Holmes, Jr.

Date: 10-5-99

Signature: [Handwritten Signature]

STATE OF Minnesota
COUNTY OF Henriette

On October 5, 1999 before me, Sandra L. McCollum, a Notary Public in and for said State, personally appeared David R. Holmes, Jr., proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Handwritten Signature]
(Signature of Notary)



Sandra L. McCollum
Notary Public, State of Minnesota
My Commission Expires
01/31/2000

(signatures continued on next page)

Assignor: Robert S. Schwartz

Date: 10-5-99

Signature: *RS*

STATE OF Minnesota
COUNTY OF Pennington

On October 5, 1999 before me, Sandra L. McCollum, a Notary Public in and for said State, personally appeared Robert S. Schwartz, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Sandra L. McCollum
(Signature of Notary)



Sandra L. McCollum
Notary Public, State of Minnesota
My Commission Expires
01/31/2003