

03-06-2000



101281797

TN. BOX ASSIGNMENTS

To the Honorable Commissioner of Patent
Please record the attached original docum

1. Name of conveying party(ies):
David Y. Phelps, Greg R. Furnish, Todd A. Hall, Mark Griffin, Scott J. Wolf, Peter J. Wilk, Jay Schmelter, and Simon Furnish

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

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

Internal Address:

3. Nature of conveyance:

Street Address: 20 Trafalgar Square, Suite 434

Assignment Merger

City: Nashua

Security Agreement Change of Name

State: NH Zip Code: 03063

Other: [Describe]

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

Execution Date: 2/8/00, 2/8/00, 2/8/00, 2/8/00, 2/1/00, 2/2/00, 2/1/00, and 2/8/00, respectively

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:

A. Patent Application Number(s):
09/369,048

B. Patent Number(s):
Additional numbers attached? Yes No

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

6. Total number of applications and registrations involved:
One (1)

Name:

7. Total fee (37 CFR 3.41): \$40
 Enclosed (Please charge deficiency to deposit account)
 Authorized to be charged to deposit account

Internal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P.

Street Address: 1300 I Street, N.W.

City: Washington, D.C.

State: Zip: 20005-3315

8. Deposit Account No.: 06-0916

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.

Susanne C. Tinker

Susanne C Tinker

February 24, 2000

Reg. No. 44,472

Signature

Date

Total number of pages including cover sheet, attachments and documents: Seventeen (17)

03/02/2000 HNAHNL 00000063 09369048

1 FC:581
2 FC:998

40.00 DP
25.00 DP

ASSIGNMENT

WHEREAS We, the below named inventors, [hereinafter referred to as Assignors], have made an invention entitled:

DESIGNS FOR LEFT VENTRICULAR CONDUIT

for which We executed an application for United States Letters Patent concurrently herewith or filed an application for United States Letters Patent on August 4, 1999 (Serial No. 09/369,048); and

WHEREAS, Percardia, Inc., a corporation of Delaware, whose post office address is 20 Trafalgar Square, Suite 434, Nashua, NH 03063 (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from assignee is hereby acknowledged, We, as assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the assignee, its lawful successors and assigns, our entire right, title, and interest in and to this invention, provisional application Serial Nos. 60/099,767 and 60/104,397, filed September 10, 1998 and October 15, 1998, respectively, and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of the above provisional application (if any), as well as all rights to claim priority on the basis of this application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and I/We hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, WE HEREBY covenant that We have the full right to convey the interest assigned by this Assignment, and We have not executed and will not execute any agreement in conflict with this Assignment;

AND, WE HEREBY further covenant and agree that We will, without further consideration, communicate with assignee, its successors and assigns, any facts known to us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the assignee, its successors and assigns.

IN TESTIMONY WHEREOF, We have hereunto set our hands.

County of JEFFERSON)
State of KENTUCKY)

ss.

David Y. Phelps
904 Shadylane, Louisville, KY 40223

[Signature] 2/8/00
Signature Date

Subscribed and sworn to before me this 8TH day of FEBRUARY, 2000.
William A. Smith, Notary Public

County of JEFFERSON)
State of KENTUCKY)

ss.

Greg R. Furnish
2614 Top Hill Road, Louisville, KY 40206

[Signature] 2/8/00
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County of JEFFERSON)
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State of KENTUCKY)

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Todd A. Hall
1111 Crestview Way, Goshen, KY 40026

Todd A. Hall 2-8-00
Signature Date

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William A. Smith, Notary Public

County of _____)
)
State of _____)

ss.

Mark Griffin
1706 Deerwood Ave. #2, Louisville, KY 40205

Signature Date

Subscribed and sworn to before me this ____ day of _____, 19__.
_____, Notary Public

County of _____)
)
State of _____)

ss.

Scott J. Wolf
2501 Irving Avenue South, Minneapolis, MN 55405

Signature Date

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_____, Notary Public

County of _____)
)
State of _____)

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Peter J. Wilk
185 West End Avenue, New York, NY 10023

Signature Date

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_____, Notary Public

County of _____)
)
State of _____)

ss.

Jay Schmelter
6090 Annapolis Lane North, Plymouth, MN 55446

Signature Date

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_____, Notary Public

County of _____)
)
State of _____)

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Simon Furnish
289 Haldeman Avenue, Louisville, KY 40206

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State of KENTUCKY)

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David Y. Phelps
904 Shadylane, Louisville, KY 40223

[Signature] 2/8/00
Signature Date

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State of KENTUCKY)

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Greg R. Furnish
2614 Top Hill Road, Louisville, KY 40206

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State of _____)

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Todd A. Hall
1111 Crestview Way, Goshen, KY 40026

Signature Date

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_____, Notary Public

County of JEFFERSON)
State of KENTUCKY)

ss.

Mark Griffin
1706 Deerwood Ave. #2, Louisville, KY 40205

Mark A. Griffin 02-08-00
Signature Date

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William A. Smith, Notary Public

County of _____)
State of _____)

ss.

Scott J. Wolf
2501 Irving Avenue South, Minneapolis, MN 55405

Signature Date

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_____, Notary Public

County of _____)
State of _____)

ss.

Peter J. Wilk
185 West End Avenue, New York, NY 10023

Signature Date

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_____, Notary Public

County of _____)
State of _____)

ss.

Jay Schmelter
6090 Annapolis Lane North, Plymouth, MN 55446

Signature Date

Subscribed and sworn to before me this ____ day of _____, 19__.
_____, Notary Public

County of _____)
State of _____)

ss.

Simon Furnish
289 Haldeman Avenue, Louisville, KY 40206

Signature Date

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_____, Notary Public

County of _____)
State of _____)

ss. Todd A. Hall
1111 Crestview Way, Goshen, KY 40026

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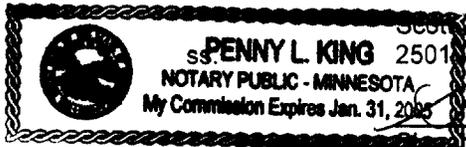
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_____, Notary Public

County of Hennepin)
State of Minnesota)



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2501 Irving Avenue South, Minneapolis, MN 55405

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State of _____)

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State of _____)

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Todd A. Hall
1111 Crestview Way, Goshen, KY 40026

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Scott J. Wolf
2501 Irving Avenue South, Minneapolis, MN 55405

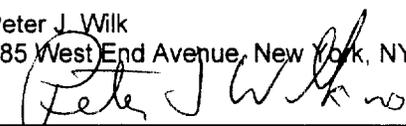
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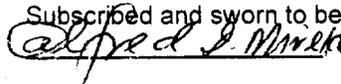
County of NEW YORK)
State of NEW YORK)

ALFRED D. MIREKU
Notary Public, State of New York
No. 01MI6033188
Qualified in New York County
Commission Expires November 15, 2011

Peter J. Wilk
185 West End Avenue, New York, NY 10023



Signature Date

Subscribed and sworn to before me this 02 day of FEB, 192000.
 Notary Public

County of _____)
State of _____)

ss.

Jay Schmelter
6090 Annapolis Lane North, Plymouth, MN 55446

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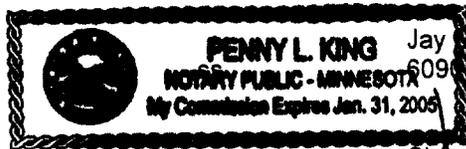
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