

03-06-2000

U.S. Department of Commerce  
Patent and Trademark Office  
Attorney Docket No. 07883.0008



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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Internal Address:	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger		Street Address: 20 Trafalgar Square, Suite 434	
<input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name		City: Nashua	
[Describe] Other: 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		State: NH Zip Code: 03063	
		Additional name(s) & Address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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:

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:

Name:

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

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

7. Total fee (37 CFR 3.41): \$40

☒ Enclosed (Please charge deficiency to deposit account)

☐ Authorized to be charged to deposit account

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

Reg. No. 44,472

*Susanne C. Tinker*

Signature

February 24, 2000

Date

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

03/02/2000 HMMHOL 00000063 09369048

1 FC:581  
2 FC:998

40.00 OP  
25.00 OP

## 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  
Signature Date

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

County of \_\_\_\_\_ )  
State of \_\_\_\_\_ )

ss.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_, 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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_, Notary Public

County of \_\_\_\_\_ )  
State of \_\_\_\_\_ )

ss.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_, 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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_, Notary Public

## 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

David Y. Phelps 2/8/00  
Signature Date

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

County of JEFFERSON )  
State of KENTUCKY )

ss.

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

Greg R. Furnish 2/8/00  
Signature Date

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

County of JEFFERSON )  
 )  
State of KENTUCKY )

ss.

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

Todd A. Hall 2-8-00  
Signature Date

Subscribed and sworn to before me this 8TH day of FEBRUARY ~~19~~ 2000  
William 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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_, Notary Public

County of \_\_\_\_\_ )  
 )  
State of \_\_\_\_\_ )

ss.

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

\_\_\_\_\_  
Signature Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_, 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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_, Notary Public

## 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

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

Date

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

County of \_\_\_\_\_ )  
State of \_\_\_\_\_ )

ss.

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

\_\_\_\_\_  
Signature Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_, 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

Subscribed and sworn to before me this 8TH day of FEBRUARY, 192000  
William A. Smith, Notary Public

County of \_\_\_\_\_ )  
State of \_\_\_\_\_ )

ss.

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

\_\_\_\_\_  
Signature Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_, Notary Public

County of \_\_\_\_\_ )  
State of \_\_\_\_\_ )

ss.

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

\_\_\_\_\_  
Signature Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_, 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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_, Notary Public

## 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 \_\_\_\_\_ )  
State of \_\_\_\_\_ )

ss.

David Y. Phelps  
904 Shadylane, Louisville, KY 40223

Signature

Date

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.  
\_\_\_\_\_, Notary Public

County of \_\_\_\_\_ )  
State of \_\_\_\_\_ )

ss.

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

Signature

Date

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.  
\_\_\_\_\_, Notary Public



County of \_\_\_\_\_ )  
State of \_\_\_\_\_ )

ss.

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

Signature

Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_, Notary Public

County of \_\_\_\_\_ )  
State of \_\_\_\_\_ )

ss.

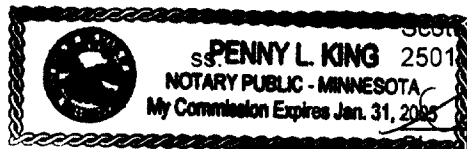
Mark Griffin  
1706 Deerwood Ave. #2, Louisville, KY 40205

Signature

Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_, Notary Public

County of Hennepin )  
State of Minnesota )



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

Signature

Date

Subscribed and sworn to before me this 1 day of February, 192000.  
[Signature], Notary Public

County of \_\_\_\_\_ )  
State of \_\_\_\_\_ )

ss.

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

Signature

Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_, 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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_, Notary Public

## 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 \_\_\_\_\_ )  
State of \_\_\_\_\_ )

ss.

David Y. Phelps  
904 Shady Lane, Louisville, KY 40223

\_\_\_\_\_  
Signature Date

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_, Notary Public

County of \_\_\_\_\_ )  
State of \_\_\_\_\_ )

ss.

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

\_\_\_\_\_  
Signature Date

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_, Notary Public

County of \_\_\_\_\_ )  
State of \_\_\_\_\_ )

ss.

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

\_\_\_\_\_  
Signature Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_, 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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_, Notary Public

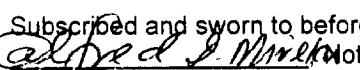
County of NEW YORK )  
State of NEW YORK )

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

ss.

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

\_\_\_\_\_  
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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_, Notary Public

## 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 \_\_\_\_\_ )  
State of \_\_\_\_\_ )

ss.

David Y. Phelps  
904 Shadylane, Louisville, KY 40223

\_\_\_\_\_  
Signature Date

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.  
\_\_\_\_\_, Notary Public

County of \_\_\_\_\_ )  
State of \_\_\_\_\_ )

ss.

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

\_\_\_\_\_  
Signature Date

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.  
\_\_\_\_\_, Notary Public

County of \_\_\_\_\_ )  
State of \_\_\_\_\_ )

ss.

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

\_\_\_\_\_  
Signature Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_, 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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_, Notary Public

County of \_\_\_\_\_ )  
State of \_\_\_\_\_ )

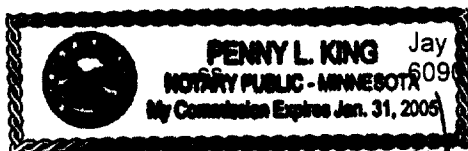
ss.

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

\_\_\_\_\_  
Signature Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_, Notary Public

County of Hennepin )  
State of Minnesota )



Jay Schmelter  
609 Annapolis Lane North, Plymouth, MN 55446

Jay W. Schmelter 2/1/00  
Signature Date

Subscribed and sworn to before me this 1 day of February, 192000.  
[Signature], Notary Public

County of \_\_\_\_\_ )  
State of \_\_\_\_\_ )

ss.

Simon Furnish  
289 Haldeman Avenue, Louisville, KY 40206

\_\_\_\_\_  
Signature Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_, Notary Public

## 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

David Y. Phelps 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

Greg R. Furnish 2/8/00  
Signature Date

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

County of \_\_\_\_\_ )  
State of \_\_\_\_\_ )

ss.

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

\_\_\_\_\_  
Signature Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_, 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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_, Notary Public

County of \_\_\_\_\_ )  
State of \_\_\_\_\_ )

ss.

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

\_\_\_\_\_  
Signature Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
\_\_\_\_\_, 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 JEFFERSON )  
State of KENTUCKY )

ss.

Simon Furnish  
289 Haldeman Avenue, Louisville, KY 40206

Simon Furnish 2/8/00  
Signature Date

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