09-13-2000



RECORDATION FO 101455401 **FORM PTO-1595** I.S. DEPARTMENT OF COMMERCE PATENTS ONLY (Rev. 6-93) Patent and Trademark Office OMB No. 0651-001 (exp.4/94) Tab settings ⇒ ⇒ ⇒ To the Assistant Commissioner for Patents: Please record the attached original documents or copy thereof Name of conveying party(ies): Name and address of receiving party(ies) Metacardia, Inc. Name: Coalescent Surgical, Inc. 4702 Lakeview Drive 559 East Weddell Drive Sunnyvale, California 94089 Edina, Minnesota 55424 Additional name(s) of conveying party(ies) attached? ___ Yes _X_ No 3. Nature of conveyance: X Assignment Merger Security Agreement __ Change of Name __ Other Execution Dates: June 21, 2000 Additional name(s) & address(es) attached? Yes X 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) B. Patent No.(s) 5,972,024 Additional numbers attached? __ Yes X No Address to whom correspondence concerning document should be mailed: 6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41).....\$40.00 Majestic, Parsons, Siebert & Hsue, P.C. X Enclosed Four Embarcadero Center, Suite 1100 Authorized to be charged to deposit account San Francisco, California 94111-4106 Deposit account number: 09/1/2000 DINGUYEN 00000331 5972024 DO NOT USE THIS SPACE 01 12:581 40.00 BP 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. Steven R. Vosen Name of Person Signing Total number of pages including cover sheet, attachments, and document: 3 Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks, Box Assignments Washington, D.C. 20231 3311.015US0

> PATENT REEL: 011064 FRAME: 0452

ATTACHMENT 2

ASSIGNMENT

WHEREAS, Metacardia, Inc., ASSIGNOR, a corporation with an office at Edina, Minnesota, is the owner of the entire right, title and interest in, to and under the United States Letters Patent Number 5,972,024 titled "Suture-Staple Apparatus and Method" issued on October 26, 1999 and of the invention therein described; and

WHEREAS, Coalescent Surgical, Inc., ASSIGNEE, a corporation organized and existing under the laws of the State of Delaware, United States of America, and having a place of business at 559 E. Weddell Drive, Sunnyvale, CA 94089, is desirous of obtaining the entire right, title and interest in, to and under such patent and such invention.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to ASSIGNOR in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under, including without limitation, the right to sue for past infringement, the invention, and the patent and all divisions, renewals and continuations thereof, and all patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for the invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from the patent under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and

ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument; and

ASSIGNOR HEREBY covenants and agrees that it has the full right to convey the entire interest herein assigned, and that ASSIGNOR has not executed, and will not execute, any agreement in conflict herewith; and

ASSIGNOR HEREBY further covenants and agrees that ASSIGNOR will communicate to ASSIGNEE, its successors, legal representatives and assigns, any material facts known to ASSIGNOR respecting the invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and

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PATENT REEL: 011064 FRAME: 0453 generally do everything possible to aid ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for the invention in all countries.

IN WITNESS AND IN TESTIMONY WHEREOF, I, as a duly authorized representative of ASSIGNOR, hereunto set my hand and seal this <u>2-1</u> day of June, 2000.

ASSIGNOR:

METACARDIA, INC.

Name: William F. Northrup III

Title: CEO/President

State of Hawaii)
County of Hawaii)
SS.:

RECORDED: 08/10/2000

On this 21St day of 1000 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared William F. Northrugto the known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Constance R.S. Aderinto Notary Public Constance R.S. Aderinto Ny COMMESSION EXP. 7. 13.02

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