



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

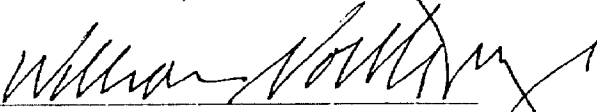
ASSIGNOR HEREBY further covenants and agrees that ASSIGNOR will communicate to ASSIGNEE, its successors, legal representatives and assigns, any material facts known to ASSIGNOR respecting the invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue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

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 21 day of June, 2000.

ASSIGNOR:

METACARDIA, INC.

By: 

Name: William F. Northrup III

Title: CEO/President

State of Hawaii)
) SS.:
County of Hawaii)

On this 21st day of June 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared William F. Northrup III to 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
My Commission Exp. 7.13.02