

FORM PTO-1595 (Modified)
(Rev. 6-93)
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P08/REV02

10-27-2000

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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8-17-00

Tab settings

To the Honorable Commissioner of Pate

Attached original documents or copy thereof.

1. Name of conveying party(ies):
CardioGenesis Corporation

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

Name: **Eclipse Surgical Technologies, Inc.**

Internal Address: **Legal Dept.**

Street Address: **1049 Kiel Court**

City: **Sunnyvale** State: **CA** ZIP: **94089**

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: **July 10, 2000**

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

4. Application number(s) or registration numbers(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)

09/405,937

Additional numbers attached? Yes No

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

Name: **Janet Kaiser Castaneda**

Internal Address: **Eclipse Surgical Technologies, Inc.**

Attn: **Legal Dept.**

Street Address: **1049 Kiel Court**

City: **Sunnyvale** State: **CA** ZIP: **95005**

6. Total number of applications and patents involved: **1**

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

- Enclosed - Any excess or insufficiency should be credited or debited to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

05-0419

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.

Janet Kaiser Castaneda

Name of Person Signing

Signature

8-14-00

Date

Total number of pages including cover sheet, attachments, and document: **4**

PATENT

ASSIGNMENT

WHEREAS Cardiogenesis Corporation, a Delaware corporation located at 1049 Kiel Court, Sunnyvale, California, (hereinafter Cardiogenesis) is the owner or joint owner of the United States Patent Applications (hereinafter "the Applications") listed on attached Schedule A;

WHEREAS Eclipse Surgical Technologies, Inc., a California corporation located at 1049 Kiel Court, Sunnyvale, California, (hereinafter Eclipse), is desirous of acquiring from Cardiogenesis, its wholly owned subsidiary, Cardiogenesis' entire right, title and interest in and to the Applications listed on Schedule A in the United States and throughout the world, and in and to any Letters Patent that may be granted and issued therefor;

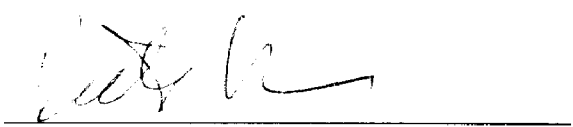
NOW ,THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Cardiogenesis hereby assigns, transfers and conveys to Eclipse and to its successors, legal representatives, and assigns, all of Cardiogenesis' right, title and interest in and to the Applications, and to all divisions, continuations-in-part, and continuations thereof, and to all Letters Patent which may be granted thereon, whether U.S. or foreign, including all extensions, renewals and reissues and reexamination certificates thereof, or other equivalents thereof, and the right to prosecute the Applications and to claim priority under the International Convention for the Protection of Industrial Property, and all rights under the Patent Cooperation Treaty; and Cardiogenesis 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 is to issue patents on applications, to issue all Letters Patent for the Applications to Eclipse, its successors, legal representatives and assigns, in accordance with this instrument.

AND Cardiogenesis hereby covenants that it has the full right to convey its entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict therewith.

AND Cardiogenesis hereby further covenants and agrees that it will communicate to Eclipse, its successors, legal representatives and assigns, any facts known to it respecting the Applications, and testify in

any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid Eclipse, its successors, legal representatives and assigns, at the expense of Eclipse, to obtain and enforce proper patent protection for the Applications in all countries.

IN WITNESS WHEREOF, Cardiogenesis has here executed this agreement this 10th day of July, 2000.

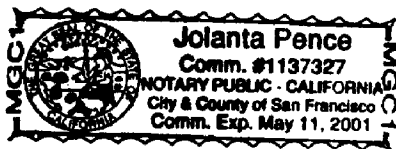


Richard P. Powers
Executive Vice President and CFO

STATE OF CALIFORNIA)
) SS.
COUNTY OF San Mateo)

On this 10 day of July, 2000 before me Jolanta Pence a Notary Public, personally appeared Richard Powers, personally known to me or ~~proved to me on the basis of satisfactory evidence~~ to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument, and acknowledged that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

Witness my hand and official seal.



Jolanta Pence
Notary Public

SCHEDULE A

United States Patent Applications

<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
09/405,937	9/27/99	Delivery Catheter System for Heart Chamber