

08-17-2001

Docket No.: ECV-5587



SHEET

101813926

8.13.01

To the Director U.S. Patent and Trademark Office: Please record the attached original document(s) or copy thereof

1. Name of Conveying Parties:

Michael N. Helmus, executed on July 9, 2001  
Crystal M. Cunanan, executed on July 11, 2001  
Patrice Tremble, executed on July 25, 2001

2. Name and Address of Receiving Party(ies):

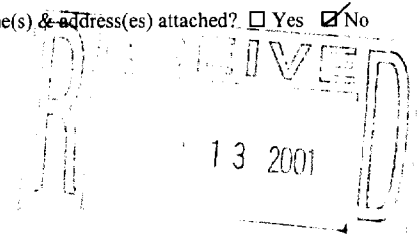
Edwards Lifesciences Corporation  
One Edwards Way  
Irvine, CA 92614

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

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

3. Nature of Conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_



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)

09/771,480

Additional numbers attached?  Yes  No

5. Name and Address of Party To Whom Correspondence Concerning Document Should Be Mailed:

John Christopher James  
EDWARDS LIFESCIENCES LLC  
Law Department  
One Edwards Way  
Irvine, California 92614

6. Total Number of Applications and Patents Involved: 1

7. Total Fee (37CFR 3.41).....\$40.00

Enclosed

Authorized To Be Charged To Deposit Account

8. Deposit Account Number: 501225(ECV-5587)

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.

John Christopher James, 40,660  
Name of Person Signing and Reg. No.

*John Christopher James*  
Signature

Aug 10, 2001  
Date

Total Number of Pages Including Coversheet, Attachments and Document: 7

08/16/2001 LMUELLER 00000083 501225 09771480  
01 FC:581 40.00 CH

PATENT  
REEL: 012070 FRAME: 0931

In consideration of one dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, we hereby assign to EDWARDS LIFESCIENCES CORPORATION (hereinafter referred to as "assignee"), a corporation of Delaware, having a principal place of business at One Edwards Way, Irvine, California, its successors, legal representatives and assigns, the entire right, title and interest throughout the world in our invention or improvements in DELIVERY SYSTEM FOR PERIADVENTITIAL DELIVERY FOR TREATMENT OF RESTENOSIS AND ANASTOMATIC INTIMAL HYPERPLASIA, and the application for Letters Patent of the United States therefor, executed by each of us individually on the date(s) indicated below and any and all other United States applications and applications in any and all countries which we may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States or of any other country which may be obtained on any of said applications, and in any reissue, reexam or extension thereof.

We hereby authorize and request the Commissioner of Patents to issue said Letters Patent to said EDWARDS LIFESCIENCES CORPORATION

We hereby authorize and request the attorneys of record in said application to insert in this Assignment the date and serial number of said application when officially known.

We warrant ourselves to be the owners of the interest herein assigned and to have the right to make this assignment; and further warrant that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned.

For said consideration we hereby agree, upon the request and at the expense of said assignee, its successors, legal representatives and assigns, to execute any and all divisional, continuation, and C-I-P applications for said invention or improvements, and any necessary oath or supplemental oath or affidavit relating thereto, and any application for the reissue, reexam or extension of any Letters Patent that may be granted upon said application that said assignee, its successors, legal representatives and assigns may deem necessary or expedient. For said consideration we further agree, upon the request of said assignee, its successors, legal representatives and assigns, in the event of said application or any division, continuation, or C-I-P thereof, or Letters Patent issued thereon, or any reexam, reissue or application for the reissue thereof becoming involved in interference, to cooperate to the best of our ability with said assignee, its successors, legal representatives and assigns in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof. we further agree to perform, upon such request, any and all affirmative acts to obtain Letters Patent, and vest all rights therein hereby conveyed in said assignee, its successors, legal representatives and assigns whereby said Letters Patent will be held and enjoyed by said assignee, its successors, legal representatives and assigns to the end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made, and for said considerations we hereby also assign to said assignee, its successors, legal representatives and assigns the entire rights, title and interest in said invention or improvements for any and all foreign countries and the right of priority for patent and utility model applications in all countries arising under any applicable international convention for the protection of industrial property and/or any internal priority legislation of such countries, and we further agree upon the request of said assignee, its successors, legal representatives and assigns to execute any and all documents that shall be required to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said assignee.

Date July 4, 2001 Signature X [Signature]  
Typed Name: Michael N. Helmus  
State of New York, County of \_\_\_\_\_

On July 9, 2001 before me, [Signature] Notary Public, personally appeared Michael N. Helmus, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature] (Seal)  
Signature of Notary

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Typed Name: Crystal M. Cunanan  
State of California, County of Orange

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared Crystal M. Cunanan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary (Seal)

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

Typed Name: Patrice Tremble

State of California, County of Orange

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,  
personally appeared Patrice Tremble, personally known to me (or proved to  
me on the basis of satisfactory evidence) to be the person whose name is  
subscribed to the within instrument and acknowledged to me that she  
executed the same in her authorized capacity, and that by her signature on  
the instrument the person, or the entity upon behalf of which the person  
acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary (Seal)

In consideration of one dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, we hereby assign to EDWARDS LIFESCIENCES CORPORATION (hereinafter referred to as "assignee"), a corporation of Delaware, having a principal place of business at One Edwards Way, Irvine, California, its successors, legal representatives and assigns, the entire right, title and interest throughout the world in our invention or improvements in DELIVERY SYSTEM FOR PERIADVENTITIAL DELIVERY FOR TREATMENT OF RESTENOSIS AND ANASTOMATIC INTIMAL HYPERPLASIA, and the application for Letters Patent of the United States therefor, executed by each of us individually on the date(s) indicated below and any and all other United States applications and applications in any and all countries which we may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States or of any other country which may be obtained on any of said applications, and in any reissue, reexam or extension thereof.

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Date \_\_\_\_\_ Signature \_\_\_\_\_  
Typed Name: Michael N. Helmus  
State of New York, County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared Michael N. Helmus, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Seal)  
Signature of Notary

Date 7/11/01 Signature *Crystal M. Cunanan*  
Typed Name: Crystal M. Cunanan  
State of California, County of Orange

On 7/11/01 before me, Sara Kennedy, Notary Public, personally appeared Crystal M. Cunanan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Sara Kennedy*  
(Seal)  
Signature of Notary



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

Typed Name: Patrice Tremble

State of California, County of Orange

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,  
personally appeared Patrice Tremble, personally known to me (or proved to  
me on the basis of satisfactory evidence) to be the person whose name is  
subscribed to the within instrument and acknowledged to me that she  
executed the same in her authorized capacity, and that by her signature on  
the instrument the person, or the entity upon behalf of which the person  
acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary (Seal)

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Date \_\_\_\_\_ Signature \_\_\_\_\_  
Typed Name: Michael N. Helmus  
State of New York, County of \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Typed Name: Crystal M. Cunanan  
State of California, County of Orange

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared Michael N. Helmus, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared Crystal M. Cunanan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Seal)  
Signature of Notary

\_\_\_\_\_  
(Seal)  
Signature of Notary

Date 7/25/01 Signature Patrice Tremble  
Typed Name: Patrice Tremble

State of California, County of Orange

On July 25, 2001 before me, Michael J. GUBERNIK, Notary Public, personally appeared Patrice Tremble, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Michael J. Gubernik (Seal)  
Signature of Notary

