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| FORM PTO-1595 (Modified) 09 - 21 | -2001 Docket No.: 6006-004 |
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| 3. Nature of conveyance: | |
| ☐ Merger ☐ Merger | Street Address: 4778 Research Drive |
| ☐ Security Agreement ☐ Change of Name | |
| ☐ Other | City: San Antonio State: TX ZIP: 78240 |
| Execution Date: May 26, 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 of the control of the c | |
| A. Patent Application No.(s) | B. Patent No.(s) |
| Additional numbers | attached? ☐ Yes ⊠ No |
| 5. Name and address of party to whom correspondence concerning document should be mailed: | 6. Total number of applications and patents involved: |
| Name: David G. Rosenbaum | 7. Total fee (37 CFR 3.41):\$ 40.00 |
| Internal Address Rosenbaum & Associates, P.C. | Enclosed - Any excess or insufficiency should be credited or debited to deposit account |
| 1 FC:581 40.00 CH | ☑ Authorized to be charged to deposit account |
| Street Address: 875 North Michigan Avenue | |
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| City: Chicago State: IL ZIP: 6061 | NOT USE THIS SPACE |
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| 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. David G. Rosenbaum September 5, 2001 | |
| Name of Person Signing | Signature Date |
| Total number of pages including co | over sheet, attachments, and document: |

PATENT REEL: 012172 FRAME: 0463

ASSIGNMENT AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we, STEVEN R. BAILEY and CHRISTOPHER T. BOYLE, have sold, assigned and transferred and do hereby sell, assign and transfer unto ABPS VENTURE ONE; LTD., a Texas Limited Partnership (hereinafter "ABPS"), and its successors and assigns, all right, title and interest for the United States of America in and to certain inventions relating to improvements in ENDOLUMINAL CARDIAC AND VENOUS SEPTIME OCCUPATE AND METHODS OF MANUFACTURE AND DELIVERY THEREOF described, illustrated and claimed in an application for Letters Patent of the United States of America, Serial Number 09/477,120 filed December 31, 1999, together with the entire right, title and interest in and to the application, and in and to Letters Patent which may be issued upon the application, and upon any division, extension, continuation or reissue thereof.

We also hereby sell, assign and transfer unto ABPS, the entire right, title and interest in and to the invention and in and to applications for Letters Patent therefor in all countries and/or patenting jurisdictions foreign to the United States of America, including all rights under any and all international conventions and treaties in respect of the inventions and the applications for Letters Patent in foreign countries, and I further authorize ABPS to apply for Letters Patent in foreign countries directly in its own name, and to claim the priority of the filing date of the application for Letters Patent of the United States of America under the provisions of any and all international conventions and treaties.

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I hereby authorize and request the Commissioner of Patents of the United States of America to issue Letters Patent upon the application, division, extension, continuation or reissue, to ABPS for its sole use and enjoyment, its successors, assigns and legal representatives, to the full end of the term for which Letters Patent may be granted, the same as they would have been held and enjoyed by me had this assignment not been made, and I hereby authorize and request the equivalent authorities in foreign countries to issue the patents of their respective countries to the ABPS.

We agree that, when requested, we will, without charge to the ABPS, but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for the inventions in all countries and for vesting title thereto in the ABPS, its successors, assigns and legal representatives or nominees.

We hereby represent, warrant and covenant with ABPS, its successors, assigns and legal representatives, that the entire right, title, interest and property hereby conveyed is free from any and all prior assignment, grant, transfer, hypothecation, lien, mortgage, license or other encumbrance, including, without limitation, any prior obligation of assignment, grant, transfer, hypothecation, lien, mortgage, license or other encumbrance..

Dated: 5/26/2000

Dated: 5/26/2000

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ACKNOWLEDGED AND ACCEPTED BY:

ABPS VENTURE ONE, LTD.

By: ABPS Management, L.L.C., its General Partner

By:

Christopher E. Banas, President, Chief Operating Officer

RECORDED: 09/17/2001

PATENT REEL: 012172 FRAME: 0466