

09-03-2002

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

1. Name of Conveying Parties:

8/27/02

Talin V. Yacoubian, executed on August 19, 2002

_____, executed on _____

_____, executed on _____

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 ☒ NoAdditional 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)

5,683,405

Additional numbers attached? ☐ Yes ☒ No

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

John Christopher James, Reg. No. 40,660

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 Account8. Deposit Account Number: 501225(RMI-5284)

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, Reg. No. 40,660

Name of Person Signing and Reg. No.

Signature

Date

8/27/02

Total Number of Pages Including Coversheet, Attachments and Document: 2

PATENT ASSIGNMENT AND RELEASE

This PATENT ASSIGNMENT AND RELEASE ("agreement") is made and entered this 19 day of August, 2002 ("Effective Date"), by and between Edwards Lifesciences Research Medical Inc., previously named Baxter Research Medical, a Utah Corporation having its principal place of business at 6864 South 300 West, Midvale, UT 84047 ("Edwards") and Vahe S. Yacoubian, M.D. an individual residing at 610 N. Central Avenue, No. 105, Glendale, California 91203 ("Yacoubian").

WHEREAS the name of Research Medical, Inc. was changed to Baxter Research Medical, Inc. by way of an Amendment to the Articles of Incorporation filed in the State of Utah on April 28, 1997. The name of Baxter Research Medical, Inc. was subsequently changed to Edwards Lifesciences Research Medical, Inc. by way of an Amendment to the Articles of Incorporation filed in the State of Utah on November 1, 2000. Copies of the Amendments are attached hereto.

WHEREAS Edwards is the owner of the entire, right, title and interest in and to the invention disclosed in U.S. Patent No. 5,683,405 entitled "Yacoubian Coronary Artery Occluder" (the "Patent") pursuant to that certain Exclusive License Agreement dated October 26, 1994 by and between Research Medical Inc. (predecessor of Edwards) and Yacoubian (the "Agreement");

WHEREAS Edwards acknowledges that Yacoubian is the sole inventor of the invention embodied in the Patent;

WHEREAS Edwards is in the business of developing, manufacturing and marketing surgical devices and has determined that it would not be practical or prudent for Edwards to pursue the commercialization of the invention embodied in the Patent;

WHEREAS Yacoubian desires to obtain the entire right, title and interest in and to the invention disclosed in the Patent, so that he may pursue the commercialization thereof independent of Edwards;

NOW THEREFORE in consideration of the premises and the mutual obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties, intending to be legally bound, agree as follows:

1.0 ASSIGNMENT

1.1 **Ownership.** Edwards represents and covenants with Yacoubian, his successors, assigns and legal representatives that it is the owner of the entire, right, title and interest in and to the invention disclosed in the Patent pursuant to the "Agreement", and that full right to convey the same is possessed by Edwards.

1.2 Assignment. Edwards does hereby sell, assign and transfer to Yacoubian, his successors, assigns and legal representatives, the entire, right, title and interest in and to the invention disclosed in the Patent, as well as any and Patents, Letters Patent and such which may be granted thereof in the United States, its territorial possessions and all foreign countries, and in and to any and all continuations, continuations-in-part, divisions, reissues and extensions thereof, and any other applications related thereto which shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights under any international convention, union, agreement, act or treaty respecting intellectual property rights.

2.0 CONSIDERATION

2.1 Termination. Yacoubian agrees to and hereby terminates the Agreement pursuant Section 3.6 thereof.

2.2 Release. Yacoubian, his successors, assigns and legal representatives agree to and hereby do release, acquit and forever discharge Edwards and its employees, officers, successors and assigns from any and all claims or causes of action or other demands whatsoever, known or unknown, which they ever had, now have, or may have against them. The parties understand that this release shall not be applicable to any claims or causes of action held by third parties.

3.0 ACKNOWLEDGEMENTS

3.1 No Admissions. The parties expressly acknowledge that each accepts the terms of this agreement as a full and complete compromise of matters involving any disputed issues, that neither the negotiations of nor execution of this agreement shall be considered admissions by any of the parties.

3.2 Advice of Counsel. The parties hereto expressly acknowledge that each has carefully read this agreement; that each fully understands the terms, conditions and significance of it; that each has had ample opportunity to negotiate through his or its attorneys and consider it and has done so with the legal advice and the benefit of independent legal counsel; that any ambiguity that might be alleged to exist herein shall not be construed against or in favor of any party hereto; and that each party has executed it voluntarily, knowingly and with such advice from his and its counsel as he and it deems appropriate.

4.0 MISCELLANEOUS

4.1 Governing Law. This agreement shall be governed by construed and enforced in accordance with the laws of the State of California.

4.2 Entire Agreement. This agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof. The parties agree that this agreement supersedes and replaces any and all other agreements, whether oral or

in writing, regarding the subject matter hereof. This agreement shall not be amended other than by a written instrument signed by all parties hereto.

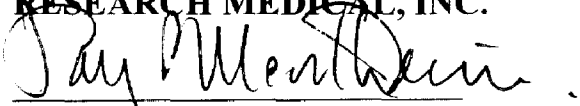
4.3 No Waiver. Any waiver by a party to this agreement of any breach of a provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach of any provision thereof.

4.4 Headings. The headings of this agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement.

4.5 Severability. If any provision of this agreement shall be held illegal, invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the date first written above.

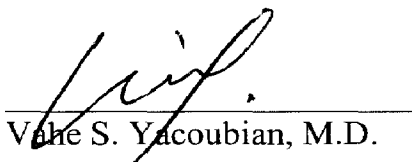
**EDWARDS LIFESCIENCES
RESEARCH MEDICAL, INC.**



Jay P. Wertheim

Vice President and Secretary

YACOUBIAN


Vahé S. Yacoubian, M.D.

On 8-19-02 before me Sara J Kennedy, Notary Public, personally appeared Jay P. Wertheim, 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~~^{she} executed the same in ~~his~~^{her} authorized capacity, and that by ~~his~~^{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.

 (Seal)
Signature of Notary



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**AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
BAXTER RESEARCH MEDICAL, INC.
(a Utah corporation)**

Pursuant to Section 16-10a-1006 of the Utah Revised Business Corporation Act, as amended, Baxter Research Medical Inc. hereby submits the following Amendment to the Articles of Incorporation:

FIRST:

The name of the Corporation is Baxter Research Medical, Inc.

SECOND:

Article 1 to the Articles of Incorporation is hereby amended to read as follows:

ARTICLE 1

"The name of the Corporation is:
Edwards Lifesciences Research Medical, Inc."

THIRD:

The above amendment was unanimously adopted by consent of the Board of Directors of the Corporation as of February 24, 2000.

FOURTH:

The number of shares outstanding and entitled to a vote at the time of the adoption of the Amendment to the Articles of Incorporation was 100 shares of Common Stock. All shares issued and outstanding of Common Stock were voted in favor of the Amendment to the Articles of Incorporation. The vote was sufficient for approval of such Amendment to the Articles of Incorporation.

IN WITNESS WHEREOF, Baxter Research Medical, Inc. has executed this Amendment to the Articles of Incorporation as of the 24th day of February, 2000.

Division of Corporations and Commercial Code
I hereby certify that the foregoing has been filed
and approved on this 20 day of Mar 2000
in the office of this Division and hereby issue
this Certificate thereof.

Examiner 9/5

Date 4/15/00



Baxter Research Medical, Inc.

MAR 1 - 2000

By: Jay P. Werphelin

Jay P. Werphelin
Vice President

Utah Div. of Corp.
& Comm. Code

0061410035

I hereby certify that the foregoing has been filed
and approved on the 28th day of April, 1997
in the office of this Division and hereby issue
its Certificate thereof.

Examiner: JP Date: 4/28/97



Karla S. Woods
KARLA T. WOODS
Division Director

AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
RESEARCH MEDICAL, INC.
a Utah corporation

CO#047935

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Pursuant to Section 16-10a-1006 of the Utah Revised Business Corporation Act, as amended, Research Medical Inc. hereby submits the following Amendment to the Articles of Incorporation:

FIRST:

The name of the Corporation is **Research Medical, Inc.**

SECOND:

Article I to the Articles of Incorporation is hereby amended to read as follows:

ARTICLE I

The name of the Corporation is **Baxter Research Medical, Inc.**

THIRD:

The above amendment was unanimously adopted by consent of the Board of Directors of the Corporation as of April 14, 1997.

FOURTH:

The number of shares outstanding and entitled to a vote at the time of the adoption of the Amendment to the Articles of Incorporation was 100 shares of Common Stock. All shares issued and outstanding of Common Stock were voted in favor of the Amendment to the Articles of Incorporation. The vote was sufficient for approval of such Amendment to the Articles of Incorporation.

IN WITNESS WHEREOF, Research Medical, Inc. has executed this Amendment to the Articles of Incorporation as of the 14th day of April, 1997.

RESEARCH MEDICAL, INC.

By:

Jay P. Wertheim
Jay P. Wertheim, Secretary