

09-17-2002

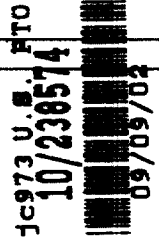
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M&G- 11587.53US01



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Patent and Trademark Office

102224554



To the Commissioner of Patents and Trademarks: Please reco...

1. Name of conveying party(ies):

David H. Mowry
Robert Edward Kohler

9-9-02

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

HeartStent Corporation
7145 Boone Avenue North, Suite 150
Brooklyn Park, Minnesota 55428/USA

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

Execution Date: April 26, 2002

4. Application number(s) or patent number(s):

10238574

If this document is being filed together with a new application, the execution date of the application is: September 9, 2002

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:

Name: Alan R. Stewart
Address: Merchant & Gould P.C.
P.O. Box 2903
Minneapolis, MN 55402-0903

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

7. Total fee (37 CFR 3.41): \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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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.

Alan R. Stewart
Name of Person Signing

Signature

September 9, 2002
Date

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

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PATENT
REEL: 013278 FRAME: 0576

ASSIGNMENT

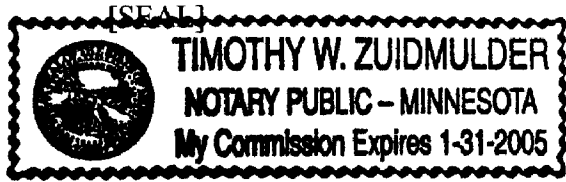
WHEREAS, we, David H. Mowry, residing at 1544 Beachcomber Boulevard, Waconia, Minnesota 55387, and Robert Edward Kohler, residing at 9618 53rd Street North, Lake Elmo, Minnesota 55042, made certain new and useful inventions and improvements for which we are filing an application for Letters Patent of the United States on the date concurrently herewith, which is entitled: **DEVICE FOR PLACING TRANSMYOCARDIAL IMPLANT.**

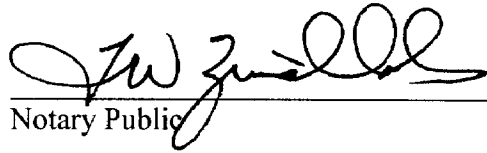
AND WHEREAS, HeartStent Corporation, a corporation organized and existing under and by virtue of the laws of the State of Minnesota, and having an office and place of business at 7145 Boone Avenue North, Suite 150, Brooklyn Park, Minnesota 55428 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the

foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.





Notary Public