

11-15-2002



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1 SHEET

Attorney's Docket No. 033421-010

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Hearten Medical, Inc.

11-8-02

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

3. Nature of conveyance:

[X] Assignment [] Merger
[] Security Agreement [] Change of Name

Other: _____

Execution Date: October 21, 2002

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

Name: Tony R. Brown

Address: 6605 East Canyon Hills Road

Anaheim Hills, California 92807

U.S.A.

Name: Michael D. Laufer, M.D.

Address: 1259 El Camino Real #211

Menlo Park, California 94025

U.S.A.

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

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)

6,152,139

Additional numbers attached? [] Yes [X] No

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

Name: Kirk M. Nuzum

Address: BURNS, DOANE, SWECKER & MATHIS, L.L.P.

P.O. Box 1404

Alexandria, Virginia 22313-1404

6. Total number of applications and patents involved: 1

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

[X] Enclosed

[X] Authorized to be charged to deposit account, if necessary

8. Deposit account number:

02-4800

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.

Kirk M. Nuzum, Registration No. 38,983
Name of Person Signing

K M. Nuzum

Signature

November 7, 2002
Date

11/14/2002 DBYRNE 00000089 6152139

Total number of pages including cover sheet, attachments, and document: 3

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40.00 DP

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

ASSIGNMENT

THIS ASSIGNMENT, by HEARTEN MEDICAL, INC., a Delaware corporation, 15042 PARKWAY LOOP, SUITE A, TUSTIN, CALIFORNIA 92780 (hereinafter referred to as "the Assignor"), witnesseth:

WHEREAS, the Assignor, by virtue of assignments recorded in the United States Patent and Trademark Office concurrently herewith, is owner of the following U.S. Patent Application Serial No. 08/788,548, filed January 24, 1997 (now U.S. Patent No. 6,152,139, issued November 28, 2000) and the inventions set forth therein.

WHEREAS, TONY R. BROWN, an individual residing at 6605 EAST CANYON HILLS ROAD, ANAHEIM HILLS, CALIFORNIA 92807 and MICHAEL D. LAUFER, M.D., an individual residing at 1259 EL CAMINO REAL #211, MENLO PARK, CALIFORNIA 94025 (referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions and said United States Letters Patents, including all corresponding foreign patents obtained therefor and thereon.

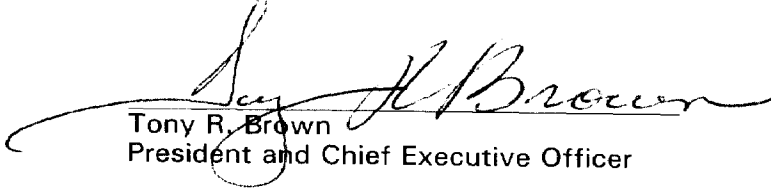
NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged for each and every invention and patent, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, all Letters Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, and reissues and extensions of said Letters Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby requests the Commissioner of Patents to transfer record title to said Letters Patents of the United States to the Assignee, as the Assignee of said inventions and the Letters Patents for the sole use and benefit of the Assignee, its successors, legal representatives, and assigns, effective as of the 21 day of Oct, 2002.

ASSIGNOR: HEARTEN MEDICAL, INC.


Tony R. Brown
President and Chief Executive Officer