



12-19-2002



To the Honorable Commissioner of Patents **102315828** attached original documents or copy thereof.

1. Name of conveying party(ies):
Yukihiko NOSE, Toshiyuki SHINOHARA, Ryo KOSAKA and Hirohito SUMIKURA
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: **MIWATEC INCORPORATED**
 Internal Address: 12.16.02

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Street Address: **No. 720-3, Unane, Takatsu-Ku**
 City: **Kanagawa-Ken** Country: **213-0031 JAPAN**
 Additional name(s) & address(es) attached? Yes No

Execution Date: **November 11, 2002 by NOSE and SHINOHARA; November 26, 2002 by SUMIKURA and November 27, 2002 by KOSAKA**

4. Application number(s) or patent number(s):
 If this document is being filed together with a new application, the date of the application is: _____
 A. Patent Application No(s).
10/241,825
 Additional numbers attached? Yes No

B. Patent No(s).

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Barry R. Lipsitz**
 Internal Address: _____
 Street Address: **755 Main Street**
 City: **Monroe** State: **CT** ZIP: **06468**

6. Total number of applications and patents involved:
 7. Total fee (37 CFR 3.41).....\$ **40.00**
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number:
 The Commissioner is hereby authorized to charge any deficiency in the payment of the required fee(s) or credit any overpayment to Deposit Account No. 50-0625.

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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.
Barry R. Lipsitz **December 10, 2002**
 Name of Person Signing Signature Date

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

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

(2) BAYLOR COLLEGE OF MEDICINE
One Baylor Plaza
Houston, TX 77030

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I/we the undersigned,

Yukihiko NOSE, Toshiyuki SHINOHARA, Ryo KOSAKA and Hirohito SUMIKURA

who, has/have created a certain invention for which an application for United States Letters Patent has been

executed concurrently herewith

filed on **September 10, 2002** and assigned application number **10/241,825**

and is entitled:

METHODS AND APPARATUS FOR CONTROLLING A CONTINUOUS FLOW ROTARY BLOOD PUMP

Do hereby sell, assign and transfer to:

MIWATEC INCORPORATED

whose address is:

**No. 720-3, Unane, Takatsu-Ku
Kanagawa-Ken
213-0031 JAPAN**

and

BAYLOR COLLEGE OF MEDICINE

whose address is:

**One Baylor Plaza
Houston, Texas 77030, U.S.A.**

referred to herein as "Assignee",

its successors, assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto (including prior filed provisional applications and international applications) which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties;

Agree that Assignee may apply for and receive in its own name Letters Patent for said invention and said inventions, hereinafter referred to as said invention, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment at the expense of said Assignee, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, and extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said Assignee, its successors, assigns, and legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

IN TESTIMONY WHEREOF, I/we have hereunto set my/our signature(s) on the date(s) indicated below.

Yuichirou Satou
Witness - Signature

Yuichirou Satou
Name of Witness Printed

Yuichirou Satou
Witness - Signature

Yuichirou Satou
Name of Witness Printed

Yuichirou Satou
Witness - Signature

Yuichirou Satou
Name of Witness Printed

Yuichirou Satou
Witness - Signature

Yuichirou Satou
Name of Witness Printed

Yukihiko NOSE (L.S.)
Yukihiko NOSE

Date: November 11, 2002

Toshiyuki SHINOHARA (L.S.)
Toshiyuki SHINOHARA

Date: November 11, 2002

Ryo KOSAKA (L.S.)
Ryo KOSAKA

Date: November 27, 2002

Hirohito SUMIKURA (L.S.)
Hirohito SUMIKURA

Date: November 26, 2002

Attorney Docket No.: APL-133