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PATENT

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Name	Execution Date		
	Month	Day	Year
Sean Forde	05	27	2003
Carol A. Ryan	05	27	2003

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Name Patent Administrator

Address (line 1) Testa, Hurwitz & Thibeault, LLP

Address (line 2) High Street Tower

Address (line 3) 125 High Street

Address (line 4) Boston, MA 02110

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Application Number(s) or Patent Number(s) [ ] Mark if additional numbers attached
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Patent Application Number(s)

Patent Number(s)

Grid for entering Patent Application Number(s) and Patent Number(s). Includes entry 10/386,828.

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned. PCT [ ] PCT [ ] PCT [ ]

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Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

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Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account) Deposit Account Number # 20-0531

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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. Charges to deposit account are authorized, as indicated herein.

Thomas A. Turano / Reg. # 35,722

[Handwritten Signature]

July 9, 2003

Name of Person Signing

Signature

Date

**ASSIGNMENT**

WHEREAS, We, Sean Forde and Carol A. Ryan have invented one or more improvements in:

**MEDICAL DEVICE FOR MANIPULATION OF A MEDICAL IMPLANT**

described in an application (or provisional application) for Letters Patent of the United States:

identified by Attorney Docket No. NMT-007, and/or executed by us of even date herewith and about to be filed in the United States Patent Office;

Serial No. 10/386,828 filed in the United States Patent Office on March 12, 2003; and

WHEREAS, NMT Medical, Inc., (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the state of Delaware and having a usual place of business at 27 Wormwood Street, Boston, Massachusetts 02210, desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the inventions described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under international convention, including but not limited to continuations, divisionals, reissues, and reexaminations of said application or such Letters Patent; said inventions, applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said inventions, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE for its own name as assignee of our entire right, title and interest therein.

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including: the execution of applications for patents in foreign countries; the execution of substitution, reissue, divisional or continuation applications; and preliminary or other statements or the giving of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved; and

