

Docket No.: 101190-11

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0851-0027 (exp. 5/31/2002)
P08/REV03

RECORDATION FORM COVER SHEET

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Peter Nucsser, Johannes Muller, Hans-Erhard Peters, Jorg Muller, Werner Neumann, Kurt Graichen, Andreas Arndt

Additional name(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date:

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

Name: **Berlin Heart AG**

Internal Address:

Street Address: **Wiesenweg 10****Berlin, Germany D-12247**

City: State: ZIP:

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

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

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

A. Patent Application No.(s)

10/468,238

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Bruce S. Londa**Internal Address: **Norris McLughlin & Marcus PA**Street Address: **220 East 42nd Street, 30th floor**City: **New York** State: **NY** ZIP: **10017**6. Total number of applications and patents involved: **1**7. Total fee (37 CFR 3.41): \$ **40.00**☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☒ Authorized to be charged to deposit account

8. Deposit account number:

14-1263

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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.

Bruce S. Londa

Name of Person Signing

Signature

Date

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PFENNING, MEINIG u. PARTNER8813689

NR. 4429 S. 7/10

Attorney Docket No.: 101190-11

ASSIGNMENT

In consideration of One Dollar (\$1.00) in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned [hereinafter (collectively) named "Assignor"] hereby assigns and transfers to

**Berlin Heart AG
Wiesenweg 10
D-12247 Berlin
Germany**

a German corporation (hereinafter named "Assignee"), its successors, legal representatives and assigns, the entire right, title and interest in and to Assignor's application for Letters Patent of the United States, application filed on August 14, 2003 under US serial number 10/468,238, entitled

Device for axially conveying fluids

and filed a PCT application, PCT/EP02/01740 on February 18, 2002, and to Assignor's entire right, title and interest in any and all inventions, whether joint or sole, disclosed in said application for Letters Patent, and in any and all divisional or continuation or renewal applications that may be filed for United States Letters Patent for any and all of said inventions, and in and to any and all patents that may be granted on the foregoing applications and any reissue or extension thereof.

The Assignor hereby authorizes and requests the Commissioner of Patents to issue any and all of said Letters Patent to said Assignee.

For said consideration, the Assignor hereby agrees upon the request of said Assignee, its successors, legal representatives or assigns, to execute any and all United States divisional, continuation and renewal applications for said invention, and any and all necessary oaths, supplemental oaths or declarations or supplemental declarations or affidavits relating thereto, and any application for the reissue or extension of any United States Letters Patent that may be granted upon said application that said Assignee, its successors, legal representatives or assigns may deem necessary or expedient.

For the said consideration the Assignor further agrees upon the request of said Assignee, its successors, legal representatives or assigns, in the event of said application or any division thereof, or Letters Patent issued thereon or any reissue or application for the reissue thereof, becoming involved in interference, to cooperate to the best of the ability of the Assignor with said Assignee, its successors, legal representatives or assigns in the matters of preparing and executing the Preliminary Statement and giving and producing evidence in support thereof, the Assignor hereby agreeing to perform upon such request, any and all affirmative acts necessary to obtain said Letters Patent and vest all rights therein hereby conveyed in said Assignee, its successors, legal representatives or assigns as fully and entirely as the same would

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have been held and enjoyed by the assignor if this assignment and sale had not been made.

Assignor hereby binds himself, his heirs, legal representatives, administrators, and assigns properly to execute without further consideration, any and all applications, petitions, oaths, assignments or other papers and instruments which may be necessary in order to carry into full force and effect the sale, assignment and transfer hereby made, or intended or agreed to be made.

And for said considerations, the Assignor hereby assigns to said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in said invention or improvement for any and all foreign countries and agrees upon the request of said Assignee, its successors, legal representatives or assigns to execute any and all documents that shall be required of the Assignor to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said Assignee, its successors, legal representatives or assigns.

Signature: Pete Nüsser Date: 8.1.04
Peter Nüsser

Signature: Johannes Müller Date: 5.1.04
Johannes Müller

Signature: _____ Date: _____
Hans-Erhard Peters

Signature: Jörg Müller Date: 6.1.04
Jörg Müller

Signature: _____ Date: _____
Werner Neumann

Signature: Kurt Graichen Date: 6.1.04
Kurt Graichen

Signature: Andreas Arndt Date: 6.1.04
Andreas Arndt

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Assignor hereby binds himself, his heirs, legal representatives, administrators, and assigns properly to execute without further consideration, any and all applications, petitions, oaths, assignments or other papers and instruments which may be necessary in order to carry into full force and effect the sale, assignment and transfer hereby made, or intended or agreed to be made.

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Signature: _____
Peter Nüsser

Date: _____

Signature: Johannes
Johannes Müller

Date: 5.1.04

Signature: _____
Hans-Erhard Peters

Date: _____

Signature: _____
Jörg Müller

Date: _____

Signature: Werner Neumann
Werner Neumann

Date: 11.01.04

Signature: _____
Kurt Graichen

Date: _____

Signature: _____
Andreas Arndt

Date: _____

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have been held and enjoyed by the assignor if this assignment and sale had not been made.

Assignor hereby binds himself, his heirs, legal representatives, administrators, and assigns properly to execute without further consideration, any and all applications, petitions, oaths, assignments or other papers and instruments which may be necessary in order to carry into full force and effect the sale, assignment and transfer hereby made, or intended or agreed to be made.

And for said considerations, the Assignor hereby assigns to said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in said invention or improvement for any and all foreign countries and agrees upon the request of said Assignee, its successors, legal representatives or assigns to execute any and all documents that shall be required of the Assignor to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said Assignee, its successors, legal representatives or assigns.

Signature: _____
Peter Nüsser

Date: _____

Signature: _____
Johannes Müller

Date: _____

Signature: Hans-Erhard Peters
Hans-Erhard Peters

Date: 06.01.2004

Signature: _____
Jörg Müller

Date: _____

Signature: _____
Werner Neumann

Date: _____

Signature: _____
Kurt Graichen

Date: _____

Signature: _____
Andreas Arndt

Date: _____