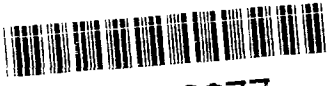


OFFICE  
AUG 25 2003  
PATENT AND TRADEMARK OFFICE

08-28-2003



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U.S. Department of Commerce  
Patent and Trademark Office  
Attorney Docket No. 08386.0004  
Attorney Customer Number: 22,852

Mail Stop Assignment Recordation Services

To the Director of the U.S. Patent and Trademark Office  
Please record the attached original document

1. Name of conveying party(ies):  
Velocimed, LLC

2. Name and address of receiving party(ies):  
Name: Velocimed PFO, Inc.

Additional name(s) of conveying party(ies) attached?  Yes  No  
Internal Address: Suite 134

3. Nature of conveyance:  
Street Address: 11400 73<sup>rd</sup> Avenue North

Assignment  Merger  
City: Maple Grove

Security Agreement  Change of Name  
State: MN Zip Code: 55369

Other:  
Additional name(s) & Address(es) attached?

Execution Date: June 19, 2003  
 Yes  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:

A. Patent Application Number(s):  
09/870,813  
10/138,565  
10/411,152

B. Patent Number(s):

Additional numbers attached?  Yes  No

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

Name: Elizabeth M. Burke

Internal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P.

Street Address: 1300 I Street, N.W.

City: Washington, D.C.

State: Zip: 20005-3315

6. Total number of applications and registrations involved:  
3

7. Total fee (37 CFR 3.41): \$120  
 Enclosed (Please charge deficiency to deposit account)  
 Authorized to be charged to deposit account

8. Deposit Account No.: 06-0916

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.

Elizabeth M. Burke

*Elizabeth M. Burke*  
Signature

August 25, 2003

Date

Total number of pages including cover sheet, attachments and documents: 6

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**EXHIBIT A****TRANSFER, ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS TRANSFER, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of the 19th day of June 2003, by and between VELOCIMED PFO, INC., a Delaware corporation ("PFO Company"), and VELOCIMED, LLC, a Delaware limited liability company (the "LLC").

WHEREAS, the LLC holds all right, title and interest to certain assets related to the patent foramen ovale (PFO) project (the "PFO Technology");

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the LLC pursuant to this Agreement hereby irrevocably contributes, transfers, conveys, assigns and delivers to the PFO Company free and clear of all liens and encumbrances, all of the LLC's right, title and interest in, to and under the following which shall be collectively referred to as the "Assets":

1. Intellectual Property: As they relate exclusively to the PFO Technology, all of the LLC's (i) applications and registrations in trademarks and service marks, and trade dress, product configurations, trade names and other indications of origin, and all goodwill associated therewith, including, without limitation, the applications listed on Schedule 1 attached hereto; (ii) inventions, discoveries, improvements, ideas, know-how, formula methodology, processes, technology, software (including password unprotected interpretive code or source code, object code, development documentation, programming tools, drawings, specifications and data) and all patent applications filed on any of the foregoing and any patents issued thereon and all re-issues, continuations, divisions, continuations-in-part, renewals or extensions thereof; and all foreign counterparts, including, without limitation, the applications listed on Schedule 1 attached hereto; (iii) trade secrets, including confidential information and the right in any jurisdiction to limit the use or disclosure thereof; (iv) copyrights in writings, design software, mask works or other works, applications or registrations on any of the foregoing in any jurisdiction; (v) database rights; (vi) Internet Web sites, domain names and applications and registrations pertaining thereto and all intellectual property used in connection with or contained in all versions of the PFO Company's Web sites; (vii) rights under all agreements relating to the foregoing; (viii) books and records pertaining to the foregoing; and (ix) claims or causes of action arising out of or related to past, present or future infringement or misappropriation of the foregoing; and (x) modifications of and enhancements to inventions and discoveries, improvements thereof, works of authorship or other intellectual property (the "Intellectual Property").

2. Intellectual Property Agreements. All agreements relating to the Intellectual Property or the right to use the intellectual property rights of any third party that relate to the Intellectual Property (the "Intellectual Property Agreements").

Exh.A-1

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3. Permits and Licenses. All licenses, permits, franchises or other governmental authorizations necessary to the ownership, development, marketing, sales or manufacturing or other contemplated uses of the Intellectual Property (the "Licenses and Permits").
4. Contracts. All confidentiality, non-disclosure, development, clinical trial or other agreements exclusively pertaining to the Intellectual Property which are assignable (the "Contracts").
5. Personal Property. All prototypes, finished products suitable for clinical testing and all other tangible and intangible personal property that relates exclusively to the Intellectual Property and/or the PFO Technology (the "Personal Property").

TO HAVE AND TO HOLD the same unto PFO Company, its successors and assigns, forever.

The PFO Company hereby accepts the contribution, transfer, conveyance, assignment and delivery of the Assets. The PFO Company hereby undertakes and agrees from and after the date hereof, to assume and to perform any and all obligations related to the Assets.

At any time or from time to time after the date hereof, at the PFO Company's request and without further consideration, LLC shall execute and deliver to the PFO Company, its successors or assigns such other instruments of transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as the PFO Company, its successors or assigns may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to PFO Company, its successors or assigns, and to confirm PFO Company's, its successors' or assigns' title to all of the Assets, and, to the full extent permitted by law, to put PFO Company, its successors or assigns in actual possession and operating control of the Assets and to assist PFO Company, its successors or assigns in exercising all rights with respect thereto, including but not limited to, any filings with United States Patent and Trademark Office to record the transfer of patent applications, trademarks and trademark applications made pursuant to this Agreement.

The LLC hereby constitutes and appoints the PFO Company the true and lawful attorney of LLC, with full power of substitution, in the name of the LLC or the PFO Company, but on behalf of and for the benefit of PFO Company: (i) to demand and receive from time to time any and all of the Assets and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (ii) to institute, prosecute, compromise and settle any and all actions or proceedings that the PFO Company may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Assets; (iii) to defend or compromise any or all actions or proceedings in respect of any of the Assets; and (iv) to do all such acts and things in relation to the matters set forth in the preceding clauses (i) through (iii) as the PFO Company shall deem desirable. LLC hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

No person other than the PFO Company or the LLC, or their respective successors and assigns, shall have any rights under this Agreement or the provisions contained herein.

Exh. A-2

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This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.


This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its choice of law principles.

Exh.A-3

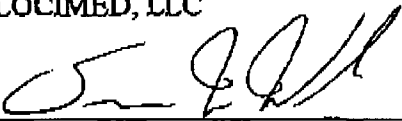
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IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Transfer, Assignment and Assumption Agreement on the day and year first above written.

VELOCIMED PFO, INC.

By:   
Name: Dennis Wahr, M.D.  
Title: President

VELOCIMED, LLC

By:   
Name: Dennis Wahr, M.D.  
Title: President

[Signature Page Transfer, Assignment and Assumption Agreement – Contribution Agreement]

Exh.A-4

## Schedule 1

PATENT APPLICATIONS			
Docket Number	Application No.	Filing Date	Title
8386.0004-00	09/870,813 U.S. application	June 1, 2001	Closure Devices, Related Delivery Methods and Tools, and Related Methods of Use
8386.0012-00	10/138,565 U.S. application	May 6, 2002	PFO Closure Devices and Related Methods of Use
8386.0016-00	10/411,152 U.S. application	April 11, 2003	Closure Devices, Related Delivery Methods, and Related Methods of Use
<b>FOREIGN FILINGS</b>			
8386.0004-00304	PCT/US02/17012 (all PCT countries, including US)	May 31, 2002	Closure Devices, Related Delivery Methods and Tools, and Related Methods of Use

TRADEMARK APPLICATIONS/REGISTRATIONS							
TMID	COUNTRY	TRADEMARK	STATUS	APP. NO.	APP. DATE	REG.	REG.
020816-002024/US	United	PREMERE	PENDING	78/187,889	11/22/2002		
020816-002025/CN	China	PREMERE	NOT YET FILED				
020816-	European	PREMERE	PENDING	3160736	5/09/2003		
020816-002027/JP	Japan	PREMERE	PENDING	2003-040056	5/16/2003		
020816-002028/KR	Korea	PREMERE	NOT YET FILED				
020816-	Norway	PREMERE	PENDING	2003 04456	5/09/2003		

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