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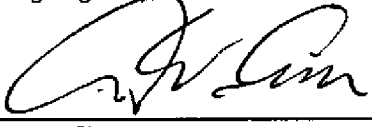
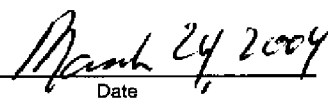
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Paul A. Spence Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Kinetics Corp.</u> Internal Address: Street Address: <u>5818 Orion Road</u> City: <u>Louisville</u> State: <u>KY</u> Zip: <u>49222</u> NOTE: Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>December 14, 1998.</u>	

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) <u>10/698,798 filed on October 31, 2003</u>	B. Patent Registration No.(s)
Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Law Office of Alan W. Cannon</u> Internal Address: <u>834 South Wolfe Road,</u> City: <u>Sunnyvale</u> State: <u>California</u> Zip: <u>94086</u>	6. Total number of applications and patents involved <u>1</u> 7. Total fee (37 CFR 3.41)..... \$40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>50-2653</u> (Attach duplicate copy of this page if paying by deposit account)
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9. Statement and signature. <i>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.</i>	
<u>Alan W. Cannon, Reg. No. 34,977</u> Name of Person Signing	 Signature
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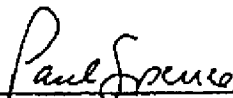
The undersigned, in connection with the formation of Kinetics Corp. (the "Company") and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby agree:

(i) to assign, transfer and convey to the Company all of the undersigned's right, title and interest in and to all intellectual property rights, developed or acquired on or prior to the date hereof, associated with or related to (A) the technology described in U.S. patent application Serial No. 08/936,184, filed September 17, 1997, and all resulting patents, including any divisions, substitutions, continuations, continuations-in-part, reissues, reexaminations, renewals or extensions thereof, and (B) all other trade secrets, know-how or other intellectual property related thereto and within the Field that have been conceived or reduced to practice by, or are otherwise owned or controlled by, the undersigned to enable the development for commercialization and the commercialization of Products (the "Technology") for use in the Field (the "Intellectual Property"); where "Field" means manipulation and presentation of the heart for surgical access using the Technology, and "Products" means any device, apparatus or other product incorporating all or any part of the Technology; and

(ii) to execute all necessary papers, and to cooperate fully with the Company to obtain, maintain or enforce for itself or its licensee or designee, patents, copyrights or other legal protection for such Intellectual Property.

The undersigned further represents and warrants that it is under no obligation to any person, entity or organization with respect to any rights in the Intellectual Property as above described that are, or reasonably could be construed to be, in conflict with this Assignment, and that the undersigned will enter into no agreement or arrangement that would create a conflict with this Assignment.

This Assignment may not be modified or terminated, in whole or in part. The undersigned has executed and delivered this Assignment effective this 14th day of December, 1998.



Paul Spence, M.D.

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