

FORM PTO-1595 (Modified)
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P09/REV03

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1. Name of conveying party(ies):

EV3 Santa Rosa, Inc.
EV3 Technologies, Inc.
EV3 Inc.

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ OtherExecution Date: 9/29/2004

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

Name: EDWARDS LIFESCIENCES AG

Internal Address: _____

Street Address: Au Glapin, 1162 Saint-PrexSwitzerland

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)

See Schedule A

See Schedule B

B. Patent No.(s)

See Schedule A

See Schedule B

Additional numbers attached? ☐ Yes ☒ No

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

Name: Debra CondinoInternal Address: EDWARDS LIFESCIENCES LLCLegal DepartmentStreet Address: One Edwards WayCity: Irvine State: CA ZIP: 92614

6. Total number of applications and patents involved:

17

7. Total fee (37 CFR 3.41):.....\$ 680.00☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☒ Authorized to be charged to deposit account

8. Deposit account number:

50-1225

(Attach duplicate copy of this page if paying by deposit account)

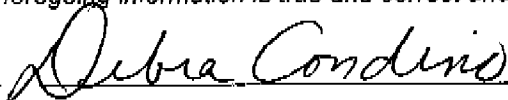
DO NOT USE THIS SPACE

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.

Debra Condino, Reg. No. 31,007

Name of Person Signing



Signature

October 12, 2004

Date

Total number of pages including cover sheet, attachments, and document: 9

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**SCHEDULE A
PATENTS**

Case Number	Title of Invention	Country	Status	Application Number	Filing Date	Patent Number	Issue Date
MITRAL.001A	PERCUTANEOUS MITRAL ANNULOPLASTY AND CARDIAC REINFORCEMENT	US	Issued	09/494233	1/31/2000	6402781	6/11/2002
MITRAL.001BPC	METHODS AND APPARATUS FOR REMODELING AN EXTRAVASCULAR TISSUE STRUCTURE	WO	Published	PCT/US2003/037727	11/24/2003		
MITRAL.001C1	PERCUTANEOUS MITRAL ANNULOPLASTY WITH HEMODYNAMIC MONITORING	US	Issued	09/968272	10/1/2001	6709456	3/23/2004
MITRAL.001C2	PERCUTANEOUS MITRAL ANNULOPLASTY WITH CARDIAC RHYTHM MANAGEMENT	US	Published	10/715221	11/17/2003		
MITRAL.001C3	PERCUTANEOUS MITRAL ANNULOPLASTY WITH HEMODYNAMIC MONITORING	US	Pending	10/806906	3/23/2004		
MITRAL.001CP1	PERCUTANEOUS MITRAL ANNULOPLASTY AND CARDIAC REINFORCEMENT	US	Issued	09/774869	1/30/2001	6537314	3/25/2003
MITRAL.001CP2	MEDICAL SYSTEM AND METHOD FOR REMODELING AN EXTRAVASCULAR TISSUE STRUCTURE	US	Pending	10/066302	1/30/2002		
MITRAL.001CP3	METHODS AND APPARATUS FOR REMODELING AN EXTRAVASCULAR TISSUE STRUCTURE	US	Pending	10/634655	8/5/2003		
MITRAL.001CP5	REMOTELY ACTIVATED MITRAL ANNULOPLASTY SYSTEM AND METHODS	US	Pending	10/895269	7/19/2004		

SCHEDULE A - Page 1

Case Number	Title of Invention	Country	Status	Application Number	Filing	Patent Number	Issue Date
MITRAL.001DVI	ENDOLUMINAL VENTRICULAR RETENTION	US	Issued	09/09/93	7/19/2001	6706063	3/16/2004
MITRAL.001HCA	MEDICAL SYSTEM AND METHOD FOR REMODELING AN EXTRAVASCULAR TISSUE STRUCTURE	CA	Pending	2403881	1/30/2002		
MITRAL.001HEP	MEDICAL SYSTEM AND METHOD FOR REMODELING AN EXTRAVASCULAR TISSUE STRUCTURE	EP	Pending	02709306.1	1/30/2002		
MITRAL.001HHP	MEDICAL SYSTEM AND METHOD FOR REMODELING AN EXTRAVASCULAR TISSUE STRUCTURE	JP	Pending	2002-560549	1/30/2002		
MITRAL.001HPC	MEDICAL SYSTEM AND METHOD FOR REMODELING AN EXTRAVASCULAR TISSUE STRUCTURE	WO	Closed	PCT/US02/031136	1/30/2002		
MITRAL.001VAU	PERCUTANEOUS MITRAL ANNULOPLASTY AND CARDIAC REINFORCEMENT	AU	Pending	200131219	1/29/2001		
MITRAL.001VCA	PERCUTANEOUS MITRAL ANNULOPLASTY AND CARDIAC REINFORCEMENT	CA	Pending	2398392	1/29/2001		
MITRAL.001VDE	PERCUTANEOUS MITRAL ANNULOPLASTY AND CARDIAC REINFORCEMENT	DE	Pending	10103955.7	1/30/2001		
MITRAL.001VEP	PERCUTANEOUS MITRAL ANNULOPLASTY AND CARDIAC REINFORCEMENT	EP	Pending	01903599.2	1/29/2001		
MITRAL.001VIP	PERCUTANEOUS MITRAL ANNULOPLASTY AND CARDIAC REINFORCEMENT	JP	Pending	555598/2001	1/29/2001		

Case Number	Title of Invention	Country	Status	Application Number	Filing	Patent Number	Issue Date
MITRAL.001VPC	PERCUTANEOUS MITRAL ANNULOPLASTY AND CARDIAC REINFORCEMENT	WO	Closed	PCT/US01/02823	1/29/2001		
MITRAL.003PR	MEDICAL SYSTEM AND METHOD FOR REMODELING AN EXTRAVASCULAR TISSUE STRUCTURE	US	Closed	60/265995	2/1/2001		
MITRAL.024A	HEART VALVE LEAFLET LOCATOR	US	Pending	10/688712	10/17/2003		
MITRAL.028A	REMOTELY ADJUSTABLE CORONARY SINUS IMPLANT	US	Pending	10/818186	4/5/2004		
MITRAL.1CP1DI	TRANSLUMINAL MITRAL ANNULOPLASTY	US	Pending	09/909101	7/19/2001		
MITRAL.1CP3C1	TRANSLUMINAL MITRAL ANNULOPLASTY WITH ACTIVE ANCHORING	US	Pending	10/634643	8/5/2003		
MITRAL.1CP3C2	ADJUSTABLE TRANSLUMINAL ANNULOPLASTY SYSTEM	US	Published	10/634653	8/5/2003		
MITRAL.1CP3PR	METHODS AND APPARATUS FOR REMODELING AN EXTRAVASCULAR TISSUE STRUCTURE	US	Closed	60/429281	11/25/2002		
MITRAL.1CP5PR	REMOTELY ACTIVATED MITRAL ANNULOPLASTY SYSTEM AND METHODS	US	Closed	60/488334	7/18/2003		
MITRAL.1EPC	REMOTELY ACTIVATED MITRAL	WO	Pending	PCT/US04/22983	7/16/2004		

EXHIBIT E

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

THIS INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT (this "Assignment") is made and entered into as of September 29, 2004 ("Effective Date") by and among ev3 Santa Rosa, Inc., a California corporation ("Santa Rosa"), ev3 Technologies, Inc., the sole shareholder of Santa Rosa and a Delaware corporation ("ev3 Technologies"), and ev3 Inc., the sole shareholder of ev3 Technologies and a Delaware corporation (the "Parent") (Santa Rosa, ev3 Technologies and Parent, collectively, "Assignor") and Edwards Lifesciences AG, a company organized under of the laws of Switzerland, with offices c/o Edwards Lifesciences Corporation at One Edwards Way, Irvine, California 92614 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated September 24, 2004 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to obtain from Assignor, the Intellectual Property Rights as that term is defined in Section 1.1(a)(vii) of the Agreement, including but not limited to the Patent Rights (as defined in the Agreement) set forth in Schedule A hereto and the Know-How (as defined in the Agreement) as set forth in Schedule B hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Intellectual Property Rights, for the United States and for all foreign countries, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims that may be obtained therefrom, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property Rights, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Intellectual Property Rights.

Assignor shall take such reasonable further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively carry out the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution by Assignee of any applications relating to any of the rights assigned herein; (2) the prosecution or

defense by Assignee of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Intellectual Property Rights and this Assignment; (3) obtaining any additional patent protection by Assignee relating to any of the rights assigned herein that Assignee may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) the implementation or perfection by Assignee of this Assignment in all applicable jurisdictions throughout the world.

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EXHIBIT E – Page 2

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

EV3 SANTA ROSA, INC.

By: [Signature]
Name: J.M. CORBETT
Title: President & CEO

EV3 TECHNOLOGIES, INC.

By: [Signature]
Name: J.M. CORBETT
Title: President & CEO

EV3 INC.

By: [Signature]
Name: J.M. CORBETT
Title: President & CEO

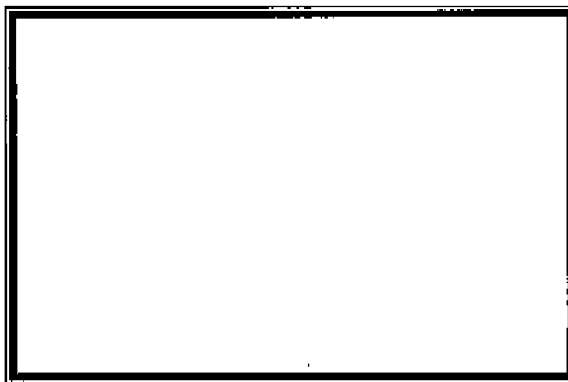
~~KPA~~ Washington, District of Columbia
~~KPA~~ STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On 20th of September 2004 before me, Kira Lynn Austin, Notary Public, personally appeared James Corbett, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature] (Seal)
Signature of Notary

Kira Lynn Austin
Notary Public, District of Columbia
My Commission Expires 06-30-2008



SCHEDULE B

KNOW-HOW

(vii) Know-How -

Documentation and Prototypes	
16 Design Boxes, 5 Mfg Boxes	
Mitralife DHF - Mfg 1	Material Certs, Vendor info and Equipment manuals
Mitralife DHF - Mfg 2	Material Certs, Rt records, Subassy records, Finished device records, Vendor Info
Mitralife DHF - Mfg 3	Process Instructions, Sterilization records, RM records
ev3 - Mfg 4	Misc raw materials
ev3 - Mfg 5	Misc raw materials
Mitralife DHF - Design 1	DHF binders for: Delivery catheter, C-Cure Gen2., CS access Sheath, W-cure DHF binder
Mitralife DHF - Design 2	TP/TR-001 Biocompatibility, TP/TR003 ETO, SOPs, Locking C-Cure, C-cure
Mitralife DHF - Design 3	Implant Component Drawings, Training records, SOPs
Mitralife DHF - Design 4	Z drawings, SOPs, Clean room docs
Mitralife DHF - Design 5	28 lab notebooks from Mitralife, 13 idea summary booklets
Mitralife DHF - Design 6	Build docs, Test reports, Fatigue binder
Mitralife DHF - Design 7	Refer Specs, Test reports, FDARs
Mitralife DHF - Design 8	NCMRs, Equip cals
ev3 DHF - Design 9	Prototypes, models
Mitralife DHF - Design 10	Mitralife RI Records: Feb 2001-July 2001
Mitralife DHF - Design 11	Mitralife RI Records: Aug 2001-March 2002
Mitralife DHF - Design 12	Mitralife RI Records: April - Dec 2002
Mitralife DHF - Design 13	Mitralife RI Records: Jan-June 2003, DCOs
Mitralife DHF - Design 14	Mitralife DCOs
Mitralife DHF - Design 15	Mitralife DCOs
Mitralife DHF - Design 16	PMAR IP (ev3 and ML), ML protos
20 Loose Binders	ev3 DHF (2)

	Literature binders (6)
	Santa Rosa Due Diligence binders (7)
	PMAR Marketing Binder (1)
	Mitralife Bibliography (1)
	Mitralife Due Diligence (1)
	Mitralife Stock Financing (1)
	ev3/Mitralife Merger (1)
ev3 computer files	Transfer directory with electronic data/reports for ev3 DHF binders
	12 Pre-clinical boxes, 3 Clinical Boxes
Mitralife PreClinical 1	Animal study reports/data 8/2001-11/2001
Mitralife PreClinical 2	Animal study reports/data 11/2001
Mitralife PreClinical 3	Animal study reports/data 12/2002
Mitralife PreClinical 4	Animal study reports/data 12/2002 - 1/2003
Mitralife PreClinical 5	Animal study reports/data 12/2002
Mitralife PreClinical 6	Animal study reports/data 11/2000-5/2002
Mitralife PreClinical 7	Animal study reports/data 11/2000-12/2001
Mitralife PreClinical 8	Animal study reports/data 2/2001-1/2003
Mitralife PreClinical 9	Animal study reports/data 4/2002-11/2002, Add'l misc
Mitralife PreClinical 10	Animal study reports/data 3/2002-11/2002
Mitralife PreClinical 11	Animal study reports/data 2/2003-3/2003
Mitralife PreClinical 12	Animal study reports/data FS002 Histopathology, Human Cadaver protocol/report, cs venogram data, preclinical master summary
Mitralife Clinical 1	Clinical Evaluations: (9/2001, 1/2002, 6/2002, 3/2003) Summary reports, Patient data sheets, various media recordings
Mitralife Clinical 2	Retained Clinical Samples
Mitralife Clinical 3	Retained Clinical Samples