

DOCUMENT ID NO. 102125068

FORM PTO-1393  
1-31-92RECORDATION FORM COVER SHEET  
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

## 1. Name of conveying party(ies):

JS VASCULAR, INC.

Additional names(s) of conveying party(ies) attached ☐ yes ☒ no

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

Name: MEDTRONIC AVECOR CARDIOVASCULAR, INC.

Street Address: 710 Medtronic Parkway NE

City: Minneapolis State: Minnesota ZIP: 55432

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

## 3. Nature of Conveyance:

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

Execution Date: September 9, 2004

## 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)

10/618,456; 60/395,248; 10/703,231; 10/441,773; 10/863,000; 60/476,663;

60/539,404; 60/571,598

## B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

John S. Parzych  
 Fredrikson & Byron, P.A.  
 200 South Sixth Street, Suite 4000  
 Minneapolis, Minnesota 55402  
 Customer No. 022859

## 6. Total number of applications and patents involved: [ 8 ]

## 7. Total fee (37 CFR 3.41): ..... \$320.00

☐ Enclosed☒ Authorized to be charged to deposit account

## 8. Deposit account number:

06-1910

(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 documents.

John S. Parzych

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and document: [ 4 ]

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services  
 Director U.S. Patent and Trademark Office  
 P.O. Box 1450  
 Alexandria, VA 22313-1450

10/15/2004  
700123236FORM 1-1393  
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A. Patent Application No(s)

10/618,456; 60/395,248; 10/702,231; 10/444,773; 10/563,000; 10/476,001;

60/539,404; 60/571,598

B. Patent No(s)

Additional numbers attached? ☐ Yes ☒ No

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200 South Sixth Street, Suite 4000  
Minneapolis, Minnesota 55402  
Customer No. 022859

## 6. Total number of applications and patents involved: [ 8 ]

## 7. Total fee (37 CFR 1.101): 5320.00

☐ Enclosed☒ Authorized to be charged to deposit account

## 8. Deposit account number:

06-1019

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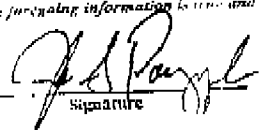
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John S. Parzych

Name of Person Signing

10/15/04  
Date

Total number of pages including cover sheet, attachments and document: [ 4 ]

OMN No. 0651-0011 (exp. 4/94)

On and after this portion

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment/Recordation Services  
Director for Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

#3029-1811

### ASSIGNMENT

Whereas, JS VASCULAR, INC., an Arizona corporation having a place of business at 8960 East Raintree Drive, Suite 200, Scottsdale, Arizona 85260 (hereinafter "Assignor"), is the owner of United States and foreign patent applications relating to the research, design, development, commercialization, manufacture, production, and marketing and sale of the Phoenix Vein Harvester percutaneous vessel coring system, together with its component parts, and improvements and modifications thereof (the "Business"), and such United States and foreign patent applications are identified on the attached Exhibit A; and

Whereas, MEDTRONIC AVECOR CARDIOVASCULAR, INC., a Minnesota corporation having a place of business at 710 Medtronic Parkway, N.E., Minneapolis, Minneapolis 55432-5604 (hereinafter "Assignee"), desires to acquire the entire right, title and interest in and to the United States and foreign patent applications identified on the attached Exhibit A and in and to the inventions described therein relating to the Business and the inventions claimed therein (hereinafter "Patents");

Whereas, pursuant to that certain Asset Purchase Agreement dated August 31, 2004 (the "Purchase Agreement"), Assignor agreed to assign the Patents to Assignee;

In exchange for good and valuable consideration including as provided in the Purchase Agreement, the receipt of which is hereby acknowledged, Assignor hereby irrevocably sells, assigns, and transfers to Assignee, and its successors and assigns:

- (1) The entire right, title and interest to the Patents, and to each U.S. and foreign patent application and patent from which the Patents claim priority to or from in whole or in part;
- (2) The entire right, title and interest to any United States or foreign patents that may issue with respect to the Patents;
- (3) The entire right, title and interest to any renewals, reissues, extensions, substitutions, continuations, continuations-in-part, or divisions of the Patents, and all foreign applications based thereon or foreign counterparts thereof;
- (4) The right to apply for patents in foreign countries in its own name and to claim any priority rights to which such foreign applications are entitled under international conventions, treaties or otherwise; and
- (5) The right to enforce rights to such Patents as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made; together with all claims by Assignor for damages by reason of past infringement or for provisional rights and including the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives.

Assignor agrees that all Patents shall belong exclusively to Assignee, with Assignee having the right to obtain and to hold in its own name such registrations, patents, or such other perfection, registration, certification, or protection as may be obtained or applicable to the subject matter, and any extensions and renewals thereof.

Assignor further agrees, for itself and for its successors and assigns, to give Assignee and any person designated by Assignee, at no additional cost or consideration, reasonable assistance required to perfect, register, certify, and protect the rights defined in this Agreement, to execute and deliver any further applications, assignments or other documents, and to perform such other lawful acts as Assignee its successors and assigns may deem necessary to fully secure, maintain and enforce its rights, title or interest as outlined herein.

Assignor hereby authorizes and requests the Commissioner of Patents to issue to Assignee any patents that may be granted in accordance with this Assignment.

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement. The signatures from each counterpart may be combined with a copy of the Agreement to constitute the entire Agreement.

JS VASCULAR, INC.

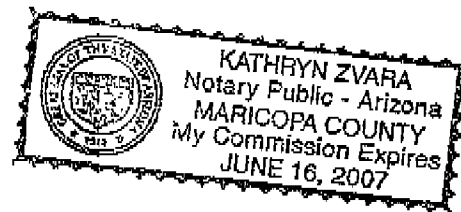
By: [Signature]

Name: William C. LVERSSON

Title: PRESIDENT

STATE OF ARIZONA  
COUNTY OF MARICOPA ss.

On this 9<sup>th</sup> day of SEPTEMBER, 2004 before me, a notary public in and for said county, appeared William C. LVERSSON of JS Vascular, Inc., the person who signed this instrument, who acknowledged that he or she signed it as a free act on behalf of said company with authority to do so.



## EXHIBIT A

Title	Country	Filing Date/ Serial No.	Status
Percutaneous Device and Method for Harvesting Tubular Body Members	PCT	July 11, 2004 PCT/2004/22627	Pending
Percutaneous Device and Method for Harvesting Tubular Body Members	PCT	July 11, 2003 PCT/2003/21651	Pending
Percutaneous Device and Method for Harvesting Tubular Body Members	U.S.	July 11, 2003 <u>10/618,456</u>	Pending
Percutaneous Device and Method for Harvesting Tubular Body Members	U.S.	July 11, 2002 <u>60/395,248</u>	Abandoned
Endovascular Guide for Use with a Percutaneous Device for Harvesting Tubular Body Members	U.S.	November 7, 2003 <u>10/703,231</u>	Pending
Guide Wire Torque Device	PCT	May 24, 2004 PCT/US2004/15951	Pending
Guide Wire Torque Device	U.S.	May 24, 2003 <u>10/444,773</u>	Pending
Guide Wire Torque Device	U.S.	May 24, 2002	Abandoned
Improved Surgical Drains	PCT	June 5, 2004 PCT/US2004/18134	Pending
Improved Surgical Drains	U.S.	June 5, 2004 <u>10/863,009</u>	Pending
Improved Surgical Drains	U.S.	June 5, 2003 <u>60/476,663</u>	Abandoned
Fluid Evacuator System	U.S.	January 26, 2004 <u>60/539,404</u>	Pending
Percutaneous Vein Harvester with Shielded Blade	U.S.	May 13, 2004 <u>60/571,598</u>	Pending

#3005005\1

### ASSIGNMENT

Whereas, JS VASCULAR, INC., an Arizona corporation having a place of business at 8960 East Raintree Drive, Suite 200, Scottsdale, Arizona 85260 (hereinafter "Assignor"), is the owner of United States and foreign patent applications relating to the research, design, development, commercialization, manufacture, production, and marketing and sale of the Phoenix Vein Harvester percutaneous vessel closing system, together with its component parts, and improvements and modifications thereof (the "Business"), and such United States and foreign patent applications are identified on the attached Exhibit A; and

Whereas, MEDTRONIC AVECOR CARDIOVASCULAR, INC., a Minnesota corporation having a place of business at 710 Medtronic Parkway, N.E., Minneapolis, Minneapolis 55432-5604 (hereinafter "Assignee"), desires to acquire the entire right, title and interest in and to the United States and foreign patent applications identified on the attached Exhibit A and in and to the inventions described therein relating to the Business and the inventions claimed therein (hereinafter "Patents");

Whereas, pursuant to that certain Asset Purchase Agreement dated August 31, 2004 (the "Purchase Agreement"), Assignor agreed to assign the Patents to Assignee;

In exchange for good and valuable consideration including as provided in the Purchase Agreement, the receipt of which is hereby acknowledged, Assignor hereby irrevocably sells, assigns, and transfers to Assignee, and its successors and assigns:

- (1) The entire right, title and interest to the Patents, and to each U.S. and foreign patent application and patent from which the Patents claim priority to or from in whole or in part;
- (2) The entire right, title and interest to any United States or foreign patents that may issue with respect to the Patents;
- (3) The entire right, title and interest to any renewals, reissues, extensions, substitutions, continuations, continuations-in-part, or divisions of the Patents, and all foreign applications based thereon or foreign counterparts thereof;
- (4) The right to apply for patents in foreign countries in its own name and to claim any priority rights to which such foreign applications are entitled under international conventions, treaties or otherwise, and
- (5) The right to enforce rights to such Patents as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made; together with all claims by Assignor for damages by reason of past infringement or for provisional rights and including the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives.

Assignor agrees that all Patents shall belong exclusively to Assignee, with Assignee having the right to obtain and to hold in its own name such registrations, patents, or such other perfection, registration, certification, or protection as may be obtained or applicable to the subject matter, and any extensions and renewals thereof.

Assignor further agrees, for itself and for its successors and assigns, to give Assignee and any person designated by Assignee, at no additional cost or consideration, reasonable assistance required to perfect, register, certify, and protect the rights defined in this Agreement, to execute and deliver any further applications, assignments or other documents, and to perform such other lawful acts as Assignee its successors and assigns may deem necessary to fully secure, maintain and enforce its rights, title or interest as outlined herein.

Assignor hereby authorizes and requests the Commissioner of Patents to issue to Assignee any patents that may be granted in accordance with this Assignment.

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement. The signatures from each counterpart may be combined with a copy of the Agreement to constitute the entire Agreement.

JS VASCULAR, INC.

By: [Signature]

Name: William C. Loerssen

Title: PRESIDENT

STATE OF ARIZONA,  
COUNTY OF MARICOPA ss.

On this 9<sup>th</sup> day of SEPTEMBER 2004 before me, a notary public in and for said county, appeared William Loerssen of JS Vascular, Inc., the person who signed this instrument, who acknowledged that he or she signed it as a free act on behalf of said company with authority to do so.

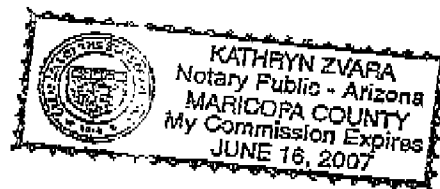


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Improved Surgical Drains	U.S.	June 5, 2003 60/476,663	Abandoned
Fluid Evacuator System	U.S.	January 16, 2004 60/539,104	Pending
Percutaneous Vein Harvester with Shielded Blade	U.S.	May 13, 2004 60/571,598	Pending

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