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FORM PTO-1595
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U.S. DEPARTMENT OF COMMERCE
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Docket No. **13634.4004**

102811844

To the Honorable Commissioner of Patents and Trademarks, original documents or copy thereof.

1. Name of conveying party(ies):
WILLIAM SUTTLE PETERS and SCOTT HUGH MILLER
Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party:
Name: Sunshine Heart Company Pty Ltd.
Internal Address: _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: July 7, 2004

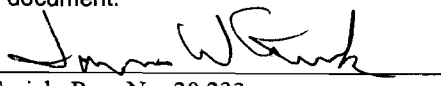
City: Birchgrove, New South Wales 2041 Country: Australia
Street Address: 2A River Street
City: Birchgrove, New South Wales 2041 Country: Australia
Additional name(s) & address(es) attached? Yes No

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 is: _____
A. Patent Application No(s): 10/702,834 B. Patent No(s): _____
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: James W. Geriak
Internal Address: Orrick, Herrington & Sutcliffe LLP
4 Park Place, Suite 1600
Irvine, CA 92614-2558
Customer No. 34313

6. Total number of applications and patents involved: one
7. Total fee (37 CFR 3.41): \$ 40.00
 Enclosed.
 Charge this Deposit Account if any additional fee is required
8. Deposit Account Number: 15-0665

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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.

James W. Geriak, Reg. No. 20,233
Date: August 4, 2004
Total number of pages including cover sheet: 2

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ASSIGNMENT OF PATENT RIGHTS FOR THE UNITED STATES

FOR VALUE RECEIVED, WE William Suttle PETERS a New Zealand citizen and
Scott Hugh MILLER a United States of America citizen

residing at 93 Bassett Road, Remuera, Auckland 1005, New Zealand
~~4235~~/10 Darley Road, Manly, New South Wales 2095, Australia
5-7/7/04

hereby sell, assign, transfer and convey unto Sunshine Heart Company Pty Ltd
a corporation of an Australian company ACN 090 552 300

having a place of business at 2A River Street, Birchgrove, New South Wales 2041, Australia

its successors, assigns and legal representatives (hereinafter called the "Assignee"), the entire right, title and interest, for
the United States, in and to certain inventions relating to

Heart Assist Device Utilising Aortic Deformation

and described in an application for Letters Patent of the United States filed by us on 5 November 2003

and which has been accorded Application No. 10/702834

and in and to said application, and all divisions, renewals and continuations thereof, and all Letters Patent of the United
States which may be granted, thereon, and all reissues and extensions thereof; and we hereby authorize and request the
Commissioner of Patents and Trademarks of the United States to issue all Letters Patent upon said inventions to the
Assignee or to such nominees as it may designate.

AND we authorize and empower the said Assignee or nominees to invoke and claim for any application for
patent or other form of protection for said inventions, the benefit of the right of priority provided by the International
Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be
substituted for it, and to invoke and claim such right of priority without further written or oral authorization from us.

AND we hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any
assignment, consent to file or like document which may be required in the United States for any purpose and more
particularly in proof of the right of said Assignee or nominees to claim the aforesaid benefit of the right of priority
provided by the International Convention for the Protection of Industrial Property as amended, or by any convention
which may henceforth be substituted for it.

AND we hereby covenant that we have the full right to convey the entire right, title and interest herein assigned
and that we have not executed and will not execute any agreement in conflict herewith.

AND we hereby covenant and agree that we will communicate to said Assignee or nominees all facts known to
us pertaining to said inventions, and testify in all legal proceedings, sign all lawful papers, execute all divisional,
continuing and reissue applications, make all rightful oaths and declarations and in general perform all lawful acts
necessary or proper to aid said Assignee or nominees in obtaining, maintaining and enforcing all lawful patent
protection for said inventions in the United States.

By: 

William Suttle PETERS

Date: 07 July 04
Day Month Year

By: 

Scott Hugh MILLER

Date: 07 July 04
Day Month Year

S&F REF: 616401US