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Atty Ref/Docket No.: 54409/US1



102966350

To the Honorable Commissioner of Patents and Trademarks: Pl

original documents or copy thereof.

1. Name of conveying party(ies):

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

Bresagen, Ltd.

Name: **NexGen Medical Systems, Inc.**

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

Address: c/o Rider Bennett, LLP
33 South Sixth Street, Suite 4900
Minneapolis, Minnesota 55402

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Additional name(s) & address(es) attached? [] Yes [X] No

Execution Date: December 21, 2004

4. Application number(s) or patent number(s):
09/189,043

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)
Serial No.

B. Patent No.(s)

Additional numbers attached? [] Yes [X] No Attorney=s Docket No.

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

Name: Mark A. Litman
Address: Mark A. Litman & Associates, P.A.
York Business Center
3209 West 76th St
Suite 205
Edina, MN 55435

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account (50-1391)

8. Please charge any additional fees or credit any overpayments to our
Deposit account number: 50-1391

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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.

Mark A. Litman/Reg. No. 26,390
Name of Person Signing: Mark A. Litman

Signature

Date 16 MARCH 2005

Total number of pages including cover sheet: 3 Pages of Application

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

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03/24/2005 6T0N11 00000222 501391 09189043
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PATENT
REEL: 016387 FRAME: 0389

PATENT ASSIGNMENT

WHEREAS, the undersigned BRESAGEN, LTD., (hereinafter "Assignor"), a corporation organized under the laws of South Australia, is assignee of the following patents: United States Patents 5,190,744, 5,494,655, and 5,833,947, and

WHEREAS, NexGen Medical Systems, Inc., a Delaware corporation with a place of business at c/o Rider Bennett, LLP, 33 South Sixth Street, Suite 4900, Minneapolis, Minnesota 55402 (hereinafter "Assignee"), is desirous of acquiring all of the Assignor's right, title and interest to the patents stated above.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including a payment of U.S. \$13,500 upon execution of this assignment, Assignor by these presents does sell, assign and transfer unto Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest to the aforesaid patents in the United States, together with any divisions, continuations, continuations-in-part, reissues, or re-examinations thereof, and hereby authorizes and requests the Commissioner of Patents to issue Letters Patent to Assignee, for the sole use and benefit of Assignee, its successors, assigns and legal representatives;

Assignor also hereby sells and assigns to said Assignee, its successors, assigns and legal representatives the full and exclusive rights, title and interest to the invention disclosed in said patents throughout the world, including the right to file applications and obtain patents, utility models, industrial models, designs and equivalence for said invention in its own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention and all rights to register said invention in appropriate registries; and

Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interest in assignee, its successors, assigns and legal representatives.

Assignor hereby further agrees at the expense of said Assignee, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make all lawful oaths, and generally do everything possible to vest title in said Assignee and to aid said Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for said inventions in all countries.

Assignor hereby authorizes and requests its attorney, or its agents, the power to insert on this assignment further identification which may be necessary or desirable in order to comply with any rule or requests of the United States Patent and Trademark Office for the purposes of recording this document.

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Rb
RIDER BENNETT

Executed as of the date written below by Assignor.

Dated: December 21st, 2004.

BRESAGEN, LTD.

By M. Verma
Printed MEERA VERMA
Title DIRECTOR - COO

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RB
RIDER BENNETT