

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

MedQuest Products, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) July 26, 2005

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: World Heart Corporation

Internal Address: _____

Street Address: 7799 Pardee Lane

City: Oakland

State: California

Country: U.S.A. Zip: 94621

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

4. Application or patent number(s):

A. Patent Application No.(s)

09/673,922; 10/163,257; 10/171,458; 10/186,307; 10/225,906;
10/370,018; 11/138,041

☐ This document is being filed together with a new application.

B. Patent No.(s)

6,074,180; 6,302,661; 6,394,769; 6,595,762; 6,879,126; 5,925,043;
6,270,831

Additional numbers attached? ☐ Yes ☒ No

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

Name: Christopher L. Wight

Internal Address: Holland & Hart LLP

Street Address: 60 East South Temple, Suite 2000

City: Salt Lake City

State: Utah Zip: 84111

Phone Number: (801) 595-7823

Fax Number: (801) 364-9124

Email Address: cwight@hollandhart.com

6. Total number of applications and patents involved: 14

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 560.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 08-2623

Authorized User Name Christopher L. Wight

9. Signature:

 Signature

Christopher L. Wight, Reg. No. 31,680

Name of Person Signing

August 17, 2005

Date

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$560.00 082623 09673922

ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

WHEREAS, MedQuest Products, Inc., with its principal place of business at 4750 Wiley Post Way, Suite 120, Salt Lake City, UT 84116, USA ("Assignor"), is the owner of the following patents and patent applications:

ISSUED PATENTS (" <u>Patents</u> ")			
Country	Patent Number	Title	Issue Date/ Expiration Date
U.S.	6,074,180	Hybrid Magnetically Suspended and Rotated Centrifugal Pumping Apparatus and Method	6/13/2000 / 5/3/2016
U.S.	6,302,661	Electromagnetically suspended and rotated centrifugal pumping apparatus and method	10/16/2001 / 5/3/2016
U.S.	6,394,769	Magnetically suspended and rotated centrifugal pumping apparatus and method with one axis of control	5/28/2002 / 5/3/2016
U.S.	6,595,762	Hybrid magnetically suspended and rotated centrifugal pump apparatus and method	7/22/2003 / 5/3/2016
U.S.	6,879,126	Method and System for Positioning a Movable Body in a Magnetic Bearing System	4/12/2005 / 6/29/2021
U.S.	5,925,043	Electrosurgical electrode with a conductive, non-stick coating	7/20/1999 / 4/30/2017
U.S.	6,270,831	Method and apparatus for providing a conductive, amorphous non-stick coating	8/7/2001 / 4/30/2018

PENDING PATENTS (" <u>Patent Applications</u> ")			
Country	Application No.	Title	Filing Date
U.S.	673922	Implantable blood pump with hybrid magnetic bearings	8/24/2001
U.S.	163257	Apparatus and method for reducing heart pump backflow	6/05/2002
U.S.	171458	Low profile inlet for an implantable blood pump	6/13/2002
U.S.	186307	Cannulation Apparatus and Method	6/28/2002
U.S.	225906	Rotary blood pump diagnostics and cardiac output controller	8/21/2002
U.S.	370018	Endoscopic cannulation apparatus and method	2/20/2003
U.S.	138041	Method and system for determining the viscosity of a fluid	5/26/2005

WHEREAS, WORLD HEART CORPORATION, an Ontario corporation, having its principal place of business at 7799 Pardee Lane, Oakland, CA 94621 ("Assignee"), is desirous of acquiring the entire and exclusive right, title and interest in and to the said inventions in the United States and throughout the world, and in and to any Letters Patent which may be granted and issued therefore;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to Assignor in hand paid, the foregoing recitals, the mutual covenants and agreements contained in the Asset Purchase Agreement, dated as of January 31, 2005 (the "Agreement"), by and between Assignor and

McCarthy Tétrault LLP DMS-OTTAWA #5642004 v. 1

7/26/05 7:38 AM ()

Assignee and other good and valuable consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title, and interest throughout the world in and to said Patents and Patent Applications, the underlying inventions described therein, and any and all Letters Patent whether U.S. or foreign that are or may be granted therefrom including without limitation any extensions, continuations, continuations-in-part, divisions, reissues and renewals thereof, or other equivalents thereof (collectively, the "Assigned Patents and Patent Applications"), and further, all of Assignor's rights and privileges pertaining to the Assigned Patents and Patent Applications including without limitation the right, if any, to sue or bring other actions for past, present and future infringement thereof.


Further Assignment. Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications for patents or other forms of protection for said inventions and to prosecute such applications and said Patent Applications, as well as to claim and receive 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 the right to invoke and claim such right of priority without further written or oral authorization.

Authorization of Patent and Trademark Office to Record. Assignor further agrees that 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 any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee or its successors, assigns or nominees to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits 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.

Further Assurances. At reasonable cost to Assignor, Assignor agrees to take such further action and to execute such documents as Assignee may reasonably request to effect or confirm the conveyance to Assignee of the Patents and Patent Applications and any improvements thereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 29th day of July, 2005.

MEDQUEST PRODUCTS, INC.

By: 
Name: Pratap Khanwilkar
Title: President and Chief Executive Officer

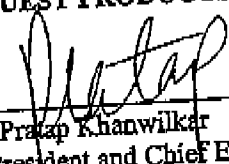
I hereby accept this assignment on behalf of the Assignee.

WORLD HEART CORPORATION

By: _____
Name: Jal S. Jassawalla
Title: President and Chief Executive Officer

Assignor hereby releases and forever quitclaims to Assignee all of its right, title and interest in and to the Assigned Patents and Patent Applications.

MEDQUEST PRODUCTS, INC.

By: 
Name: Pratap Khanwilkar
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 29th day of July, 2005.

MEDQUEST PRODUCTS, INC

By: _____
Name: Pratap Khanwilkar
Title: President and Chief Executive Officer

I hereby accept this assignment on behalf of the Assignee.

WORLD HEART CORPORATION

By: Jai S. Jaswalia
Name: Jai S. Jaswalia
Title: President and Chief Executive Officer

Assignor hereby releases and forever quitclaims to Assignee all of its right, title and interest in and to the Assigned Patents and Patent Applications.

MEDQUEST PRODUCTS, INC.

By: _____
Name: Pratap Khanwilkar
Title: President and Chief Executive Officer

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