Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT			
CONVEYING PARTY DATA					
N			lame	Execution Date	
INCUBEX, L.L.C.				03/13/2006	
RECEIVING PARTY DATA					
Name:	St. Jude Medical, Cardiology Division, Inc.				
Street Address:	14901 DeVeau Place				
City:	Minnetonka				
State/Country:	MINNESOTA				
Postal Code:	55345				
PROPERTY NUMBERS Total: 1					
Property Type			Number		
Application Number: 1117		11176	3485		11176485
CORRESPONDENCE DATA					
Fax Number: (949)823-6994					
Fax Number: (949)823-6994 Correspondence will be sent via US Mail when the fax attempt is unsuccessful. Phone: 9497609600					
Phone: 9497609600					
Email: kgodfrey@omm.com Correspondent Name: O'MELVENY & MYERS LLP (K. Godfrey)					
Address Line 1: 610 Newport Center Drive Address Line 2: 17th Floor					
Address Line 2: Newport Beach, CALIFORNIA 92660-6429					
ATTORNEY DOCKET NUMBER:			891,144-024		
NAME OF SUBMITTER:			Kristin Godfrey		
Total Attachments: 2 source=891144-024#page1.tif source=891144-024#page2.tif					

ASSIGNMENT

WHEREAS, Incubex, LLC, a Minnesota limited liability company with its principal place of business located at 2009 25th Street South, Suite 100, St. Cloud Minnesota ("Assignor") has received assignment of an invention disclosed and claimed in U.S. Patent Application, Serial No. 11/176,485, attorney docket no. INBX-002, filed July 7, 2005, and entitled: Steerable Guide Wire With Torsionally Stable Tip (hereafter the "Application"), and

WHEREAS, St. Jude Medical, Cardiology Division, Inc., is a corporation organized and existing under and by virtue of the laws of Delaware and having a place of business located at 14901 DeVeau Place, Minnetonka, MN 55345, (hereafter the "Company");

WHEREAS, "Patent Rights" shall mean any and all rights or interests the Assignor may have in the Application, including continuations, continuations-in-part, and divisionals, and all patents issuing which are based on such applications, all reissues, reexaminations, or extensions thereof, patent applications on any improvements, advancements, modifications, revisions or developments that relate to the Application, including all foreign patents or rights claiming the benefit of priority therefrom or relating thereto;

WHEREAS, "Technology Rights" shall mean any and all rights or interests the Assignor may have in technical information and know-how related to the Patent Rights on any type of media, including without limitation, trade secrets, designs, drawings, lab notebooks, reports, data, notes, specifications, techniques, models, diagrams, test data and scientific methods, copyrights, or any other proprietary right; and

WHEREAS the Company is desirous of ensuring that it has acquired all right, title, and interest of the Assignor in and to said Patent Rights and Technology Rights.

NOW THEREFORE, Be It Known, that for good and valuable consideration, the receipt of which is hereby acknowledged by the undersigned, the entire right, title, and interest of the Assignor in and to said Patent Rights and Technology Rights, is hereby sold, assigned and transferred unto the Company.

Pursuant to this Assignment, Assignor warrants that it has made no other assignment, license, transfer, grant, mortgage, encumbrance, or other agreement regarding or affecting any rights which are the subject of this Assignment to or with any party other than the Company; and agrees that it and its successors and principals will make, execute, and deliver any and all written instruments including application papers, affidavits, assignments, or other documents as requested by the Company which are necessary to effect this Assignment; will promptly communicate to the Company any facts or circumstances known to it regarding the conception or reduction to practice of any invention, trade secret, copyright or other proprietary right within the Patent Rights and Technology Rights; will cooperate with the Company in any proceeding relating to the Patent Rights or Technology Rights before the U.S. Patent and Trademark Office, foreign patent office, state or federal court, or any administrative body or alternate dispute

25612460.1

- A). - 19

100

resolution forum; and generally do all things which may be desirable or necessary in the view of the Company to vest, obtain, secure, perfect, maintain, or enforce any rights which are the subject of this Assignment.

Dated: March <u>3</u>, 2006

4). 1- 1

INCUBEX, LLC -1/(

THOMAS V. RESSEMANON President à CEO By: Its:

25612460.1

RECORDED: 05/15/2006