

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Heartport, Inc.	02/12/1999
RECEIVING PARTY DATA	
Name:	Epicardia, Inc.
Street Address:	173 Jefferson Drive
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10171411
CORRESPONDENCE DATA	
Fax Number:	(952)351-1777
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	9529334700
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Correspondent Name:	Reed R. Heimbecher
Address Line 1:	St. Jude Medical, AF Division, Inc.
Address Line 2:	14901 DeVeau Place
Address Line 4:	Minnetonka, MINNESOTA 55345-2126
ATTORNEY DOCKET NUMBER:	0E-040033US
NAME OF SUBMITTER:	Anne R. Carlberg
Total Attachments: 3 source=Assignment from Heartport, Inc. to Epicardia, Inc#page1.tif source=Assignment from Heartport, Inc. to Epicardia, Inc#page2.tif source=Assignment from Heartport, Inc. to Epicardia, Inc#page3.tif	

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PATENT
REEL: 018666 FRAME: 0221

EXHIBIT A-2

ASSIGNMENT OF TECHNOLOGY
TO
EPICARDIA, INC.

This assignment is made this 12th day of February, 1999, by HEARTPORT, INC., a Delaware corporation, (the "*Assignor*") in favor of EPICARDIA, INC., a Delaware corporation, (the "*Company*").

WHEREAS, Assignor is the owner of record of the invention described and set forth in application for United States Letters Patent Serial No. 08/943,683 filed on October 15, 1997 (the "*Invention*");

WHEREAS, Assignor and the Company have entered into that certain Restricted Stock Purchase Agreement of even date herewith, which, along with the promises contained herein, constitute mutual consideration for the promises herein;

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Assignor hereby:

1. **Assigns** and transfers to the Company all of its right, title and interest in and to the Invention and application and to all foreign counterparts (including patent, utility model and industrial designs), and all future improvements thereon any and all inventions, original works of authorship, developments, improvements, trade secrets, patents and patent applications related to them, and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world; and in and to any and all divisions, continuations and continuations-in-part of said applications, or renewals, reexaminations or extensions of said Letters Patent; and all rights under the International Convention for the Protection of Industrial Property, including the right to claim the priority from the application as provided by the Paris Convention; and the full exclusive benefits thereof, and all rights, privileges and advantages pertaining thereto, including any and all rights to damages, profits or recoveries of any nature for past infringement of said Letters Patent, and the payment of any and all maintenance fees, taxes and the like, to hold the same unto and to the use of the Company, its successors and assigns during the respective terms for which said Letters Patent were granted and during any such terms, and for any and all rights extending from said applications and reissues. The right, title and interests assigned hereby are to be held and enjoyed by the Company and the Company's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignors had this assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof. The term "application" as used herein includes both provisional and non-provisional applications.

2. **Covenants** that Assignor has the full right to convey the entire interest herein being assigned and represents that Assignor has not executed and will not execute any agreements inconsistent with this assignment, or to the detriment of the patents, applications and inventions being assigned hereby.

Assignor hereby covenants and agrees to and with the Company, its successors, legal representatives and assigns that, at the time of execution and delivery these presents, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said Invention and the application for Letters Patent above mentioned, that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth; provided, however, that nothing in this Agreement shall be construed as:

(a) A warranty or representation by Assignor as to the patentability of the Invention or as to the allowability, validity or scope of the application for Letters Patent above mentioned; or

(b) A warranty or representation that the Invention or anything made, used, sold, or otherwise disposed of under the application for Letters Patent above mentioned is or will be free from infringement of patents of third parties.

3. **Agrees** to assist the Company, its successors, legal representatives and assigns in every proper way, without charge to the Company but at the Company's expense, to obtain and enforce United States and foreign proprietary rights relating to any and all inventions, original works of authorship, developments, improvements or trade secrets assigned hereunder. To that end Assignor will execute, verify and deliver such documents and perform such other acts (including appearing as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Letters Patent, registrations and proprietary rights and the assignment thereof.

4. **Appoints** and designates irrevocably the Company and its duly authorized officers and agents as its agent and attorney-in-fact, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by Assignor, in the event the Company is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified in the preceding paragraph. Assignor hereby waives and quitclaims to the Company any and all claims of any nature whatsoever which it now or may hereafter have for infringement of any proprietary rights assigned hereunder to the Company.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

ASSIGNOR:

Frank M. Fischer
Heartport, Inc.

By: Frank M. Fischer

Its: President and Chief Executive Officer