

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
William Suttle Peters	07/27/2001
Peter Crispin Lawrence Marsh	07/26/2001
Geoffrey Hamilton White	07/17/2001
Rolf Gunnar Unger	07/09/2001
Frederick Paget Milsom	07/31/2001
Hans Hansforth Henrichsen	06/09/2001
Colin Edward Sullivan	06/09/2001
RECEIVING PARTY DATA	
Name:	Sunshine Heart Company Pty Ltd.
Street Address:	3 / 12 Frederick Street
City:	St. Leonards NSW
State/Country:	AUSTRALIA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12035247
CORRESPONDENCE DATA	
Fax Number:	(949)567-6710
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	949/567-6700
Email:	ipprosecution@orrick.com
Correspondent Name:	Orrick, Herrington & Sutcliffe LLP
Address Line 1:	4 Park Plaza, Suite 1600
Address Line 4:	Irvine, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	13634.4016
NAME OF SUBMITTER:	James W. Geriak

CH \$40.00 12035247

500470636

PATENT
REEL: 020548 FRAME: 0317

Total Attachments: 2
source=136344016assign#page1.tif
source=136344016assign#page2.tif

ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by WILLIAM SUTTLE PETERS, PETER CRISPIN LAWRENCE MARSH, GEOFFREY HAMILTON WHITE, ROLF GUNNAR UNGER, FREDERICK PAGET MILSOM, HANS HANSFORTH HENRICHSEN, and Colin Edward SULLIVAN, residing at 93 BASSETT ROAD, REMUERA, AUCKLAND 1005 NEW ZEALAND; 82 LOUISA ROAD, BIRCHGROVE, NEW SOUTH WALES 2041 AUSTRALIA; 22 NICHOLSON STREET, EAST BALMAIN, NEW SOUTH WALES 2041 AUSTRALIA; 58A CAROLINE STREET, KINGSGROVE, NEW SOUTH WALES 2208 AUSTRALIA; 132 LONG DRIVE, ST. HELIERS, AUCKLAND, NEW ZEALAND 5 SMITH CLOSE, SHALVEY, NEW SOUTH WALES 2770 AUSTRALIA AND 27 WHART ROAD, BIRCHGROVE, NEW SOUTH WALES 2041, AUSTRALIA (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in HEART ASSIST DEVICES, SYSTEMS AND METHODS set forth in an application for Letters Patent of the United States,

- (1) ☐ which is a provisional application
- (a) ☐ to be filed herewith; or
- (b) ☐ bearing Application No. __, and filed on __; or
- (2) ☒ which is a non-provisional application
- (a) ☐ having an oath or declaration executed on even date herewith prior to filing of application;
- (b) ☒ bearing Application No. 09/869,923, and filed on JULY 9, 2001; or
- (c) ☐ to be filed; and

WHEREAS, SUNSHINE HEART COMPANY PTY LTD, a corporation duly organized under and pursuant to the laws of AUSTRALIA and having its principal place of business at 28D MONTAGUE STREET, BALMAIN, NEW SOUTH WALES 2041 AUSTRALIA (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including


PATENT

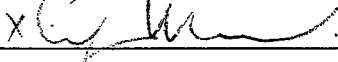
and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;


AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

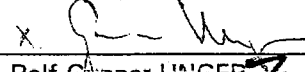
AND the Assignors hereby authorize and request the attorneys of BURNS, DOANE, SWECKER & MATHIS, L.L.P. of Alexandria, Virginia to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.


AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

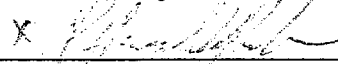
Date X 27 July 2001 Signature of Assignor 
William Suttle PETERS

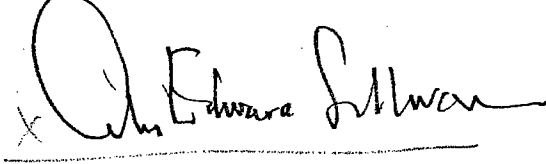
Date X 26 July 2001 Signature of Assignor 
Peter Crispin Lawrence MARSH

Date X 17 Sept, 2001 Signature of Assignor 
Geoffrey Hamilton WHITE

Date X 7/09/01 Signature of Assignor 
Rolf Gunnar UNGER

Date X 31-7-01 Signature of Assignor 
Frederick Paget MILSON

Date X 6-9-01 Signature of Assignor 
Hans Hansforth HENRICHSEN

DATE 6/9/01 SIGNATURE OF ASSIGNOR 
CONIT EDWARD SULLIVAN