# Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

### **CONVEYING PARTY DATA**

| Name                            | Execution Date |
|---------------------------------|----------------|
| Synovis Life Technologies, Inc. | 01/31/2008     |

### **RECEIVING PARTY DATA**

| Name:           | Heraeus Materials S.A. |  |
|-----------------|------------------------|--|
| Street Address: | Cossonay-Gare          |  |
| City:           | Penthalaz              |  |
| State/Country:  | SWITZERLAND            |  |
| Postal Code:    | CH-1305                |  |

#### PROPERTY NUMBERS Total: 1

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 09843040 |

### **CORRESPONDENCE DATA**

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| ATTORNEY DOCKET NUMBER: | H583.103.102 |
|-------------------------|--------------|
|-------------------------|--------------|

NAME OF SUBMITTER: Paul P. Kempf

Total Attachments: 7

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## ASSIGNMENT OF PATENTS AGREEMENT

WHEREAS, Synovis Life Technologies, Inc., a Minnesota corporation ("<u>Assignor</u>"), is the owner of the issued patents and/or patent applications set forth on <u>Schedule A</u> hereto (hereinafter referred to collectively as "<u>Patent Properties</u>"); and

WHEREAS, Heraeus Materials S.A. ("Assignee") is desirous of acquiring the entire right, title and interest for the United States, its territories, dependencies and possessions and in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under an applicable convention, in and to said patents and patent applications (and/or patents that may be granted therefrom), and any continuations, divisions, reissues, reexamination or extensions of the same, pursuant to that certain Asset Purchase Agreement, dated as of January 8, 2008, by and among Assignor, Assignee and the other parties named therein (the "Purchase Agreement").

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that for and in consideration of the mutual promises set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over, unto the said Assignee, its successors and assigns, the entire right, title and interest for the United States, its territories, dependencies and possessions, in all countries foreign to the United States, including the full right to claim for any possessions and in all countries foreign to the United States, and for any such application all benefits and priority rights under any applicable convention, in and to said Patent Properties (and/or patents that may be granted therefrom), and any divisions, continuations, reissues, reexamination or extensions thereof; the same to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by said Assignor had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said Patent Properties with the right to sue for, and collect the same for its own use and for the use of its successors, assigns and other legal representatives.

And Assignor does hereby authorize and request the Commissioner of Patents and Trademarks of the United States and the corresponding official of each country foreign thereto to issue any letters patent and like rights of exclusion which may be granted in any country resulting from said Patent Properties when granted, to said Assignee.

The Assignor hereby further covenants and agrees that, for so long as the Assignor remains in legal existence and thereafter, a designated signatory with power of attorney to execute documents in the name of Assignor, at the request and expense of the Assignee, its successors, legal representatives and assigns (it being understood that Assignor shall be entitled to reasonable compensation in connection with item (5) below and to reimbursement for out-of-pocket expenses in connection with each of the following), the Assignor or the designated signatory, as applicable, will (1) communicate any and all facts known to him respecting said Patent Properties; (2) execute and acknowledge all lawful papers and legal instruments reasonably necessary in

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connection with and to effect the foregoing assignment; (3) execute all divisional, continuation, reissue and reexamination applications; (4) make all rightful oaths; and (5) generally do any and every lawful act deemed necessary to aid and cooperate with the Assignee, its successors, legal representatives and assigns in perfecting and maintaining the entire interest conveyed herein and in obtaining and enforcing proper patent or industrial property protection for the subject matter of said patents and patent applications in any country, particularly in cases of opposition, interference and litigation.

The Assignor also covenants and agrees that the rights and obligations set forth in this instrument shall be binding upon, and inure to the benefit of, the Assignor's heirs, legal representatives, successors and assigns.

The Assignor hereby covenants that it has full right to convey the interest herein assigned and that it has not executed and will not execute any agreement in conflict herewith.

The undersigned hereby grants the firm of McDermott Will & Emery LLP the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office and the corresponding official of each country foreign thereto for recordation of this document.

The parties hereby agree that this Assignment may be executed in two or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The provisions of Sections 10(i) and 10(p) of the Purchase Agreement shall apply to this Assignment of Patents Agreement mutatis mutandis.

In testimony whereof, the Assignor and Assignee hereunto set their hands and seal the day and year set opposite their signatures.

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Date: January 31, 2008

SYNOVIS LIFE TECHNOLOGIES, INC.

By: Xujum W. Xu Name: Richard W. Kramp

Title: President & CEO

State of MN) SS.
County of Romsey

Before me, a notary of the state and county aforesaid, personally appeared statisfactory evidence), and who, upon oath, acknowledged himself to be a duly elected, qualified and acting officer of significant, and that he/she executed the foregoing instrument for the purposes therein stated, by signing the name of the corporation by himself/herself as a duly elected, qualified and acting officer.

IN WITNESS HEREOF, I hereunto set my hand and seal of my office on this 3/5/day of much 2008.

(Seal)

My Commission Expires: //3//20/0

Notary Public

LINDA A VIDEEN Notary Public Minnesota My Commision Expires 1/31/2010

Signature Page to Assignment of Patents

# Document Register No.: 65/2008 U

| BY ASSIGNEE:   |   |
|--|---|
| Date: January 30, 2008   | HERAEUS MAPERIALS S.A.  By:  Name: Dr. Roland Gerner Title: President   |
| State of) SS. County of)   |   |
| Dr. Roland Gerner, with whom I am perso<br>satisfactory evidence), and who, upon oath,<br>and acting officer of Heraeus Materials S.A. | e state and county aforesaid, personally appeared mally acquainted (or proved to me on the basis of acknowledged himself to be a duly elected, qualified a, and that he executed the foregoing instrument for name of the corporation by himself as a duly elected, |
| 30th dagger angley, 2008.  30th dagger angley, 2008.  My Commission Japanes:  NOTAR 114  | hereunto set my hand and seal of my office on this  Notary Public   |

Signature Page to Assignment of Patents

# Document Register No.: 72/2008 U

| DY ASSIGNEE:  |  |
|---|--|
| Date: January 30, 2008  | HERAEUS MATERIALS S.A.   |
|   | By: Name: Dr. Nicoläs Guggenheim Title: Delegate   |
| State of) SS. County of)  |  |
| Dr. Nicolas Guggenheim, with whom I satisfactory evidence), and who, upon and acting officer of Heracus Materia the purposes therein stated, by signing qualified and acting officer. | of the state and county aforesaid, personally appeared ann personally acquainted (or proved to me on the basis of onth, acknowledged himself to be a duly elected, qualified als S.A, and that he executed the foregoing instrument for g the name of the corporation by himself as a duly elected, OF, I hereunto set my hard and seal of my office on this Notary Public |
| TAR IN TAR  |  |

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### SCHEDULE A

#### ADJUSTABLE STYLET

- 38928.3.1 U.S. Provisional Patent Application: ADJÚSTABLE STYLET (Filed 04/25/00 SN 60/199,428) Expired
- 38928.3.2 U.S. Patent Application: ADJUSTABLE STYLET (Filed 04/25/01 SN 09/843,040), now U.S. Patent 6,755,794, issued June 29, 2004 Active
- 38928.3.2.2 U.S. Continuation Patent Application: ADJUSTABLE STYLET (Filed 05/10/04 U.S. SN 10/842,158) Pending

#### STEERABLE STYLET

- 38928.3.3 U.S. Patent Application: STEERABLE STYLET (Filed 08/21/01 SN 09/934,245), now **U.S. Patent 6,776,765**, issued August 17, 2004 **Active**
- 38928.3.3.2 U.S. Continuation Patent Application: STEERABLE STYLET (Filed 01/06/04 SN 10/752,466) **Pending**

## TEST CONNECTOR FOR IMPLANTABLE LEADS

- 38928.3.5 U.S. Provisional Patent Application: TEST CONNECTOR FOR IMPLANTABLE LEADS (Filed 02/23/04 SN 60/546,791) Expired
- 38928.3.5.1 PCT Patent Application: TEST CONNECTOR FOR IMPLANTABLE LEADS (Filed 02/23/05 SN PCT/US2005/005761) Expired
- 38928.3.5.2 US Patent Application: TEST CONNECTOR FOR IMPLANTABLE LEADS (Filed 08/23/06 SN 10/590,369) **Pending**

# ARTICULATOR WITH ADJUSTABLE STIFFNESS DISTAL PORTION

- 38928.3.7 U.S. Patent Application: ARTICULATOR WITH ADJUSTABLE STIFFNESS DISTAL PORTION (Filed 10/26/04 SN 10/973,317) Pending
- 38928.3.7.1 PCT Patent Application: ARTICULATOR WITH ADJUSTABLE STIFFNESS DISTAL PORTION (Filed 10/25/05 SN PCT/US2005/38347) Expired

## MULTI-USE HANDLE/STEERABLE STYLET

38928.3.8 U.S. Patent Application: **HANDLE AND ARTICULATOR SYSTEM AND METHOD** (Filed 12/09/05 – SN 11/298,548) – **Pending** 

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38928.3.8.2 PCT Patent Application: **HANDLE AND ARTICULATOR SYSTEM AND METHOD** (Filed 12/07/06 – SN PCT/US2006/061759) – **Pending** 

# THIN WALL CATHETER AND METHOD OF PLACING SAME

- 38928.3.10 U.S. Patent Application: THIN WALL CATHETER AND METHOD OF PLACING SAME (Filed 02/15/05 SN 11/058,685) **Pending**
- 38928.3.10.1 PCT Patent Application: THIN WALL CATHETER AND METHOD OF PLACING SAME (Filed 02/13/06 SN PCT/US2006/05118)
- 38928.3.10.2 European Patent Application: THIN WALL CATHETER AND METHOD OF PLACING SAME (Filed 2/13/06 SN 067349969) Pending

### ARTICULATOR WITH CENTRAL LUMEN

38928.3.11 Revisit - Draft provisional application completed. Need review and comments by Synovis before filing.

## INTERNAL THREADS IN TUBING

RECORDED: 04/23/2008

38928.3.13 U.S. Patent Application: INTERNAL THREADS IN TUBING (Filed 11/19/07 – SN 11/942,614) – Pending

## WIRE LUMEN SYSTEM AND METHOD

38928.3.15 U.S. Patent Application: WIRE LUMEN SYSTEM AND METHOD (Filed 01/08/08 – SN 61/019,722) – **Pending** 

PATENT

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