

05-28-2008

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documents or the new address(es) below.

To the Director of the U.S. Patent and Trademark Office

1. Name of conveying party(ies)

Acacia Patent Acquisition LLC

2. Name and address of receiving party(ies)

Name: Cardio Access LLC

Internal Address:

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

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

Execution Date(s) May 8, 2008

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

Street Address: 6136 Frisco Square Blvd., 4th Floor

City: Frisco

State: TX

Country: USA Zip: 75034

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

4819752
5254097

Additional numbers attached? Yes No

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

Name: Cheryl Willeford

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Street Address: 500 Newport Center Drive

City: Newport Beach

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Fax Number: (949) 480-8301

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6. Total number of applications and patents involved: Two

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- 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 _____

05/27/2008 DBYRNE 00000058 4819752

b. Deposit Account Number _____ 00.00

Authorized User Name _____

9. Signature:

Signature

5/22/08

Date

Cheryl Willeford

Name of Person Signing

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

5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT

WHEREAS, ACACIA PATENT ACQUISITION LLC, a Delaware limited liability company, having a place of business at 500 Newport Center Drive, 7th Floor, Newport Beach, California, 92660, hereafter, together with any successors, legal representatives or assigns thereof, called "Assignor") is the owner of the entire right, title, and interest and assignee of **U.S. Patent No. 4819752** issued on 4-11-1989 for an invention entitled BLOOD CONSTITUENT MEASURING DEVICE AND METHOD; and **U.S. Patent No. 5254097** issued on 10-19-1993 for an invention entitled COMBINED PERCUTANEOUS CARDIOPULMONARY BYPASS (PBY) AND INTRA-AORTIC BALLOON (IAB) ACCESS CANNULA;

AND WHEREAS, Cardio Access LLC, a Texas limited liability company, having a place of business at 6136 Frisco Square Blvd., 4th Floor, Frisco TX 75034 USA (hereafter, together with any successors, legal representatives or assigns thereof, called "ASSIGNEE") wants to acquire the entire right, title and interest in and to said **U.S. Patent Nos. 4819752 and 5254097**, and all the inventions therein, and Assignor is willing to enter into such assignment.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from ASSIGNEE is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to ASSIGNEE the entire right, title and interest in and to **U.S. Patent Nos. 4819752 and 5254097**, and all continuations, divisions, reexaminations, reissues and substitutes thereof, all inventions therein, including without limitation all rights to claim priority on the basis thereof, and any and all applications for patents which are or may hereafter be filed for this invention in any foreign country and all patents which may be granted on these inventions in any foreign country, and all extensions, renewals, and reissues thereof; and including without limitation, all rights to sue for past, present and future infringement, including the right to collect and receive any damages, royalties, or settlements for such infringements, all rights to sue for injunctive or other equitable relief, and any and all causes of action relating to any of the inventions or discoveries thereof;

Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict with this Assignment;

Assignor hereby further covenants and agrees that it will communicate to ASSIGNEE any and all facts known to it respecting said patents, and testify in any legal proceeding, sign all lawful papers, execute and deliver all papers and take any actions that may be necessary or desirable to perfect the title to any aforementioned patents and inventions, execute all divisional, continuation, reexamination, reissue and substitute applications, and make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for said inventions in all countries.

PATENT

RECORDED: 05/27/2008

REEL: 021006 FRAME: 0846