

PATENT ASSIGNMENT

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
X-SITE MEDICAL, LLC	05/21/2004

RECEIVING PARTY DATA

Name:	DATASCOPE CORP.
Street Address:	14 PHILIPS PARKWAY
City:	MONTVALE
State/Country:	NEW JERSEY
Postal Code:	07645

PROPERTY NUMBERS Total: 21

Property Type	Number
Application Number:	10418572
Patent Number:	6451031
Patent Number:	6436109
Patent Number:	6428549
Patent Number:	6139556
Patent Number:	6132439
Patent Number:	6077279
Patent Number:	6077276
Patent Number:	6048357
Patent Number:	6024747
Patent Number:	6022372
Patent Number:	6001109
Patent Number:	5997555
Patent Number:	5980539
Patent Number:	5928266

PATENT

500596360

REEL: 021253 FRAME: 0254

OP \$840.00 10418572

Patent Number:	5876411
Patent Number:	5861005
Patent Number:	5855585
Patent Number:	5810849
Patent Number:	5755727
Patent Number:	5728133

# CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	02703
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NAME OF SUBMITTER:	Wendy Espinal
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# Total Attachments: 4

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## ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

This Patent Assignment is made and entered into as of this 21<sup>st</sup> day of May 2004, between X-SITE MEDICAL, LLC, a New Jersey limited liability company whose registered office is at 46 Parsonage Hill Road, Short Hills, New Jersey 07078 ("ASSIGNOR"), and DATASCOPE CORP., a Delaware corporation whose registered office is at 14 Philips Parkway, Montvale, New Jersey 07645 ("ASSIGNEE").

WHEREAS, ASSIGNOR desires to sell, assign and transfer the entire right, title and interest in and to all of the patents and patent applications set forth on Schedule A annexed hereto and made a part hereof ("Assigned Patents"); and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement dated as of May 21, 2004, by and among ASSIGNOR and ASSIGNEE, ASSIGNOR has agreed, among other things, to transfer to ASSIGNEE said patents and patent applications.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR, its successors, legal representatives and assigns, hereby sells, assigns and transfers to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive right, title and interest to the Assigned Patents and to the discoveries or inventions disclosed in the Assigned Patents in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said inventions by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

ASSIGNOR, its successors, legal representatives and assigns, hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discoveries or inventions to the ASSIGNEE, its successors, legal representatives and assigns, as assignee of the entire right, title and interest in, to and under the same, for the sole use and benefit of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNOR, its successors, legal representatives and assigns, hereby further covenants and agrees that the ASSIGNEE, its successors, legal representatives or assigns, may, if such protection remains available under applicable law, apply for foreign Letters Patent on said discoveries or inventions and claim the benefits of the International Convention, and that ASSIGNOR, its successors, legal representatives and assigns, will upon prior reasonable notice, when called upon to do so by the ASSIGNEE, its successors, legal representatives or assigns, communicate to the ASSIGNEE, its successors, legal representatives or assigns, as the case may be, any facts known to ASSIGNOR, its successors, legal representatives and assigns, respecting said discoveries or inventions, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discoveries or inventions, the said


applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto or divisions, continuations or refilings of the said applications or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives or assigns, ASSIGNOR, its successors, legal representatives and assigns, will, upon prior reasonable notice, when called upon to do so by the ASSIGNEE its successors, legal representatives or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally provide reasonable assistance to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain proper patent protection for said inventions or discoveries in all countries, subject to the payment by ASSIGNEE or their successors, legal representatives and assigns of all reasonable out-of-pocket costs incurred by ASSIGNOR in providing such assistance.

[Signatures are on the next page]

IN WITNESS WHEREOF, the undersigned has executed this Patent Assignment as of the date first above written.

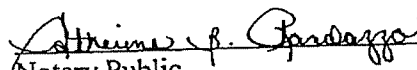
ASSIGNOR

By:

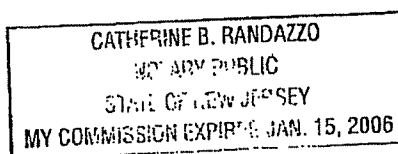
  
Name: Adam Dakin  
Title: President

STATE OF <sup>New Jersey</sup> ~~New York~~ )  
                  Essex           ss.:  
COUNTY OF ~~New York~~ )

On the 21<sup>st</sup> day of May in the year of 2004, before me, the undersigned, personally appeared Adam Dakin, x-lite Medical, LLC of ASSIGNOR, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

  
(Notary Public

My Commission Expires: January 15, 2006



## SCHEDULE A

### United States Registered Patents

Pat. #	Title	
1. 6,451,031	Blood vessel suturing device with single guide-wire	(X-SITE-Device Intellectual Property)
2. 6,436,109	Device and method for suturing blood vessels and the like	(X-SITE-Device Intellectual Property)
3. 6,428,549	Device and method for suturing blood vessels and the like	(X-SITE-Device Intellectual Property)
4. 6,139,556	Device and method for suturing blood vessels and the like	(X-SITE-Device Intellectual Property)
5. 6,132,439	Knot pusher	(X-SITE-Device Intellectual Property)
6. 6,077,279	Device and method employing adhesive for sealing blood vessels and the like	(Other Intellectual Property)
7. 6,077,276	Device and method for suturing blood vessels and the like	(X-SITE-Device Intellectual Property)
8. 6,048,357	Anchoring device and method for sealing punctures in vessels	(Other Intellectual Property)
9. 6,024,747	Device and method for suturing blood vessels and the like	(X-SITE-Device Intellectual Property)
10. 6,022,372	Arterial stapling device	(Other Intellectual Property)
11. 6,001,109	Device and method for suturing blood vessels	(X-SITE-Device Intellectual Property)
12. 5,997,555	Device and method for suturing blood vessels	(X-SITE-Device Intellectual Property)
13. 5,980,539	Device and method for suturing blood vessels and the like	(X-SITE-Device Intellectual Property)
14. 5,928,266	Anchoring device and method for sealing percutaneous punctures in vessels	(Other Intellectual Property)
15. 5,876,411	Device and method for locating and sealing a blood vessel	(X-SITE-Device Intellectual Property)
16. 5,861,005	Arterial stapling device	(Other Intellectual Property)
17. 5,855,585	Device and method for suturing blood vessels and the like	(X-SITE-Device Intellectual Property)
18. 5,810,849	Device and method for suturing blood vessels and the like	(X-SITE-Device Intellectual Property)
19. 5,755,727	Method device for locating and sealing a blood vessel	(X-SITE-Device Intellectual Property)
20. 5,728,133	Anchoring device and method for sealing percutaneous punctures in vessels	(Other Intellectual Property)

### United States Patent Applications

Pending Patent Application : Surgical Device Date of Application 4-17-03 Serial No: 10/418,572 USPTO. (X-SITE-Device Intellectual Property)

### European Patents

EP0812571A1 (approved application) Device and method for suturing blood vessels and the like (X-SITE-Device Intellectual Property)  
 0818178 Anchoring device and method for sealing percutaneous punctures in vessels (Other Intellectual Property)

### Japanese Patents

3253892 Anchoring device and method for sealing percutaneous punctures in vessels (Other Intellectual Property)  
 3164532 Device and method for suturing blood vessels and the like (X-SITE-Device Intellectual Property)

### Hong Kong

100847713 Anchoring device and method for sealing percutaneous punctures in vessels (Other Intellectual Property)