

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Orquis Medical Corporation	10/13/2009
RECEIVING PARTY DATA	
Name:	Thoratec Corporation
Street Address:	6035 Stoneridge Drive
City:	Pleasanton
State/Country:	CALIFORNIA
Postal Code:	94588
PROPERTY NUMBERS Total: 41	
Property Type	Number
Patent Number:	6200260
Patent Number:	6299575
Patent Number:	6428464
Patent Number:	6387037
Patent Number:	6390969
Patent Number:	6610004
Patent Number:	7125376
Patent Number:	7331921
Patent Number:	6685621
Patent Number:	6899082
Patent Number:	7144365
Patent Number:	7513863
Patent Number:	7458929
Patent Number:	7591778
Patent Number:	7588531

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PATENT
REEL: 023379 FRAME: 0031

OP \$1640.00 6200260

Patent Number:	6761700
Patent Number:	7048680
Patent Number:	7491163
Patent Number:	6488662
Patent Number:	6905481
Patent Number:	7455492
Patent Number:	7438699
Patent Number:	7431688
Patent Number:	7416525
Application Number:	11417905
Application Number:	10706346
Application Number:	10686040
Application Number:	11057692
Application Number:	10866649
Application Number:	12254746
Application Number:	11371208
Application Number:	61092714
Application Number:	11694761
Application Number:	10937109
Application Number:	11950318
Application Number:	11950328
Application Number:	11950342
Application Number:	11950349
Application Number:	11950353
Application Number:	12197237
Application Number:	12565651

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins, c/o Julie Dalke

Address Line 1: 650 Town Center Dr, 20th floor

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	045639-0011
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NAME OF SUBMITTER:	Adam Kummins
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PATENT

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Total Attachments: 9

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PATENT ASSIGNMENT

This Patent Assignment (the "Assignment") is made and entered into as of October 13, 2009 (the "Effective Date"), by and between **ORQIS MEDICAL CORPORATION**, a Delaware corporation having its corporate head office located at 14 Orchard Road, Suite 100, Lake Forest, CA 92630 ("Assignor") and **THORATEC CORPORATION**, a California corporation having its principal place of business at 6035 Stoneridge Drive, Pleasanton, CA 94588 ("Assignee"). Defined terms not specifically defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement, dated October 13, 2009 (the "Purchase Agreement"), by and between the parties.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee certain patents and patent applications as listed on Exhibit A to this Assignment (the "Patents");

WHEREAS, to effect the transfer of the Patents as contemplated in the Purchase Agreement, Assignor and Assignee desire to enter into this Assignment;

NOW, THEREFORE, in consideration of the mutual promises of the parties, and for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Patent Assignment. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee, all of the right, title, and interest of Assignor in and to the Patents, and to any continuation, continuation-in-part, division, renewal, substitute, re-examination or reissue thereof or any legal equivalent in the United States or foreign counterpart to such Patents, for the full term or terms for which the same may be granted, including all priority rights under any international conventions and treaties, together with the right to recover for past infringement of the Patents, and the right to sue for and collect damages and other remedies for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Authorization. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and, in the case of any patent applications filed with any office of any country or countries foreign to the United States, any officer of such country whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this Assignment.

3. Conflicts. Notwithstanding any other provisions of this Assignment to the contrary, Assignor acknowledges and agrees that the representations, warranties, covenants, agreements, conditions, indemnities, rights and remedies contained in the Purchase Agreement shall not be superseded, modified, replaced, amended, changed, rescinded, or in any way affected hereby, but shall remain in full force and effect to the full extent provided in the Purchase Agreement. This Assignment is subject to and controlled by the terms of the Purchase Agreement, and in the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment.

5. Governing Law. This Assignment and any disputes hereunder shall be governed by and construed in accordance with the domestic laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of California. Any dispute, claim or controversy arising out of this Assignment shall be submitted to the exclusive jurisdiction and venue in the federal and state courts located in and serving the Northern District of California.

6. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given, (a) if delivered in person or by courier, (b) if sent by nationally recognized overnight delivery service, (c) if mailed by certified or registered mail, postage prepaid, return receipt requested, or (d) if transmitted by facsimile with receipt confirmed, as follows:

If to Assignor:

Orqis Medical Corporation
c/o Diablo Management Group
5500 Danville Blvd
Alamo, California 94507
Telephone: (925) 979-1959
Fax: (925) 979-1958
Attention: Richard Crouch

with a copy (which shall not constitute notice) to:

Reed Smith LLP
1901 Avenue of the Stars
Suite 700
Los Angeles, California 90067
Attention: Michael Sanders
Telephone: (310) 734-5232
Facsimile: (310) 734-5299

If to Assignee:

Thoratec Corporation
6035 Stoneridge Drive
Pleasanton, California 94588
Telephone: (925) 847-8600

Fax: (925) 264-4341
Attention: General Counsel

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
140 Scott Drive
Menlo Park, CA 94025
Attention: Tad J. Freese
Telephone: (650) 328-4600
Facsimile: (650) 463-2600

or to such other address as the Party to be notified shall have furnished to the other Party in writing.

7. Binding Assignment. No party may, directly or indirectly, in whole or in part, whether voluntarily or involuntarily or by operation of law or otherwise, assign or transfer this Assignment and the rights granted to it hereunder without the other party's prior written consent, which consent may be granted or refused at the other party's sole discretion. Notwithstanding the foregoing, either party may assign this Assignment and the rights granted to it hereunder, subject to its obligations, to a successor in interest without the consent of the other party upon any merger, acquisition, reorganization, change of control, or sale of all or substantially all of the assets or business of such party or the sale of all or substantially all of the assets or the business to which this Assignment relates. Any assignment or attempted assignment in violation of this Section shall be null and void from the beginning, and shall be deemed a material breach of this Assignment.

8. Relationship Between Parties. Assignee and Assignor shall at all times and for all purposes be deemed to be independent contractors and neither party, nor either party's employees, representatives, subcontractors or agents, shall have the right or power to bind the other party. This Assignment shall not itself create or be deemed to create a joint venture, partnership or similar association between Assignee and Assignor or either party's employees, representatives, subcontractors, Affiliates or agents.

9. Third Party Beneficiaries. The terms and provisions of this Assignment are intended solely for the benefit of Assignee and its Affiliates, on the one hand, and Assignor and its Affiliates, on the other hand. It is not the intention of the parties to confer third-party beneficiary rights upon any other person or entity, and this Assignment does not (shall not be construed to) confer any right or cause of action in, upon or on behalf of any other person or entity, and no person or entity (including any of employee or former employee of any of the parties) other than Assignee or its Affiliates and Assignor or its Affiliates shall be entitled to rely on any provision of this Assignment in any action proceeding, hearing or other forum.

10. Severability. In the event that any clause, sub-clause or other provision contained in this Assignment shall be determined by any competent authority to be invalid, unlawful or

unenforceable to any extent, such clause, sub-clause or other provision shall to that extent be severed from the remaining clauses and provisions, or the remaining part of the clause in question, which shall continue to be valid and enforceable to the fullest extent permitted by law.

11. No Waiver; Remedies Cumulative. Failure or neglect by a party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of such party's rights hereunder nor in any way affect the validity of the whole or any part of this Assignment nor prejudice such party's rights to take subsequent action. All rights and remedies conferred under this Assignment or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently.

12. Amendment. Any term of this Assignment may be amended, modified, rescinded, canceled or waived, in whole or in part, only by a written instrument signed by each of the parties' authorized representatives or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Section shall be binding upon the parties and their respective successors and assigns.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

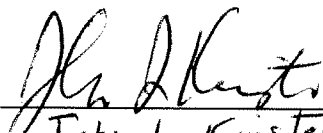
14. Headings; Construction. The headings to the clauses, sub-clauses and parts of this Assignment are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Assignment. The terms "this Assignment," "hereof," "hereunder" and any similar expressions refer to this Assignment and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment. As used in this Assignment, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation" and "discretion" means sole discretion.

15. Entire Assignment. With the exception of the Purchase Agreement, the Schedules thereto, and the documents specifically referred to therein, this Assignment supersedes any prior oral or written agreement, understanding, representation, warranty, promise or document relating to the subject matter of hereof, and this Assignment, together with the Purchase Agreement, the Schedules, and the documents specifically referred to therein, constitutes the entire agreement and understanding of the parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the Effective Date.

ORQIS MEDICAL CORPORATION

By: 
Name: John L. Kirsten
Title: Asst. Secretary

~~STATE OF)
) SS:
COUNTY OF)~~

~~Before me this ____ day of _____, 2009, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity therefor and that he signed the same of his own free will for the purpose therein expressed.~~

~~WITNESS my hand and official seal:~~

~~_____
Notary Public~~

see attached

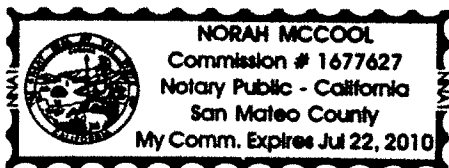
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of San Mateo

On October 13, 2009 before me, Norah McCool,
Date Name of Officer (e.g., "Jane Doe, Notary Public")

personally appeared John L. Kirsten, Jr.
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the persons(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Norah McCool
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Patent Assignment between Orgis Medical Corp and Thoratec Corp
Document Date: October 13, 2009 Number of Pages: 8

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other _____

Signer is Representing: _____

RIGHT
THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer – Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

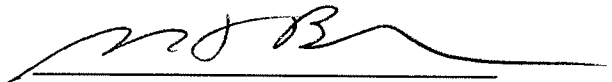
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THUMBPRINT
OF SIGNER
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PATENT

REEL: 023379 FRAME: 0039

IN WITNESS WHEREOF, Assignee has caused this Assignment to be executed as of the Effective Date.

THORATEC CORPORATION

By: 

Name: GERHARD F. BURBACH

Title: PRESIDENT & CHIEF EXECUTIVE OFFICER

[SIGNATURE PAGE TO IP ASSIGNMENT]

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PATENT
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Exhibit A
Patents

Title	Matter No.	Application No.	Patent No.	Filing Date Issue Date
Implantable heart assist system	FORFLOW.001A	09/166005	6,200,260	10/2/1998 3/13/2001
Implantable heart assist system	FORFLOW.001C1	09/558445	6,299,575	4/25/2000 10/9/2001
Implantable heart assist system	FORFLOW.001CP1	09/289231	6,428,464	4/9/1999 8/6/2002
Implantable heart assist system and method of applying same	FORFLOW.001CP2	09/470841	6,387,037	12/23/1999 5/14/2002
Implantable heart assist system and method of applying same	FORFLOW.001CP3	09/552979	6,390,969	4/21/2000 5/21/2002
Implantable heart assist system and method of applying same	FORFLOW.001CP4	10/078260	6,610,004	2/15/2002 8/26/2003
Implantable heart assist system and method of applying same	FORFLOW.1CP4C1	10/408926	7,125,376	4/7/2003 10/24/2006
Implantable heart assist system and method of applying same	FORFLOW.1CP4C1 C	10/878592	7,331,921	6/28/2004 2/19/2008
Implantable heart assist system and method of applying same	FORFOW.001CP5	10/171023	6,685,621	6/11/2002 2/32004
Implantable heart assist system and method of applying same	FORFLOW.001CP6	10/289467	6,889,082	11/6/2002 5/3/2005
Implantable heart assist system and method of applying same	FORFLOW.1CP6C1	10/729026	7,144,365	12/5/2003 12/5/2006
Implantable heart assist system and method of applying same	FORFLOW.1CP6C2	10/878591	7,513,863	6/28/2004 4/7/2009
Implantable heart assist system and method of applying same	FORFLOW.1CP6C3	11/121352	7,458,929	5/3/2005 12/2/2008
Implantable heart assist system and method of applying same	FORFLOW.1CP6C5	11/417905		5/3/2006
Implantable heart assist system and method of applying same	FORFLOW.1CP6C6	11/417889	7,591,778	5/3/2006 9/22/2009
Implantable heart assist system and method of applying same	FORFLOW.1CP6C7	11/417677	7,588,531	5/32006 9/15/2009
Extra-corporeal vascular conduit	FORFLOW.006A	09/780083	6,761,700	2/9/2001 7/13/2004
Multilumen catheter for minimizing limb ischemia	FORFLOW.008A	09/876281	7,048,680	6/6/2001 5/23/2006
Multilumen catheter for minimizing limb ischemia	FORFLOW.8CP1DV 5	11/417647	7,491,163	5/3/2006 2/17/2009
Percutaneous catheter assembly	FORFLOW.009A	09/741695	6,488,662	12/19/2000 12/3/2002
Percutaneous catheter assembly	FORFLOW.009C1	10/308235	6,905,481	12/2/2002 6/14/2005
Cannulae having a redirecting tip*	ORQIS.0007A	10/706346		11/12/2003
Implantable heart assist system and method of applying same	ORQIS.014A	10/686040		10/15/2003
Apparatus and methods for reducing bleeding from a cannulation site*	ORQIS.015A	11/057692		2/14/2005
Cannula having reduced flow resistance*	ORQIS.019A	10/866649		6/10/2004

Title	Matter No.	Application No.	Patent No.	Filing Date Issue Date
Cannulae having reduced blood flow resistance	ORQIS.021A	10/866535	7,445,492	6/10/2004 11/4/2008
Quick priming connectors for blood circuit	ORQIS.027A	11/370225	7,438,699	3/6/2006 10/21/2008
Quick priming connectors for blood circuit	ORQIS.027C1	12/254746		10/20/2008
Blood conduit connector	ORQIS.031A	11/371208		3/7/2006
A Novel Signal Line Connector Interconnecting a Battery or Controller and an Implantable Pump	ORQIS.037PR	61/092714		8/28/2008
Rotary Blood Pump	410500-501	11/694761		3/30/2007
Rotary blood pump**	410500-500	10/940419	7,431,688	9/14/2004 10/7/2008
Rotary blood pump**	410500-502	10/937091	7,416,525	9/9/2004 8/26/2008
Rotary blood pump**	410500-503	10/937109		9/9/2004
Rotary blood pump**	410500-504	11/950318		12/4/2007
Rotary Blood Pump With Opposing Spindle Magnets, Bore And Drive Windings**	410500-505	11/950328		12/4/2007
Rotary Blood Pump With Opposing Spindle Magnets And Contoured Housing**	410500-506	11/950342		12/4/2007
Rotary blood pump**	410500-507	11/950349		12/4/2007
Rotary blood pump**	410500-508	11/950353		12/4/2007
Rotary blood pump**	410500-509	12/197237		8/23/2008
Implantable heart assist system	410500-510	61/092714		8/28/2008
Implantable heart assist system and method of applying same	410500-511	12/565651		9/23/2009

** Note to draft: to be transferred to Orqis by applicable third parties prior to Orqis/Thoratec's Closing.