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## RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

**PATENTS ONLY**

To the Director of the United States Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

**Daniel C. ROSENMAN;**  
**Michi E. GARRISON; and**  
**S. Christopher DANIEL**

Additional names(s) of conveying party(ies) attached? ☐ Yes ☒ No

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

Execution Date(s): 5/7 and 5/8/1996

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**4. Application or patent numbers(s):**

A. Patent Application No. (s)

**2. Name and address of receiving party(ies):**

Name: Heartport, Inc.

Internal Address: \_\_\_\_\_

Street Address: 200 Chesapeake Drive

City: Redwood City

State: California

Country: USA

ZIP: 94063

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

☐ This document is being filed together with a new application.

B. Patent No.(s)

5,885,228

Additional numbers attached? ☐ Yes ☒ No

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

Name: Edwards Lifesciences

Internal Address: Legal Department - Keith Newbury

Street Address: One Edwards Way

City: Irvine

State: CA ZIP: 92614

Phone Number: (949) 250-6803

Fax Number: (949) 250-6850

Email Address: Keith\_Newbury@edwards.com

**6. Total number of applications and patents involved:**

1

**7. Total fee (37 CFR 1.21(h) & 3.41):**

\$ 40.00

- ☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information:**

Deposit Account Number 501225

Authorized User Name Keith Newbury

**9. Signature:**

  
Signature

JAN 8 2010  
Date

Keith Newbury, Reg. No. 38,980

Name of Person Signing

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

**3**

TTC No. 14635-65/ Heartport No. 057

**ASSIGNMENT OF PATENT APPLICATION**

JOINT

WHEREAS, DANIEL C. ROSENMAN residing at 216 Grand Blvd., #2, San Mateo, CA 94401; MICHI E. GARRISON residing at 2325 Casa Bona Avenue, Belmont, CA 94002; and S. CHRISTOPHER DANIEL residing at One St. Francis Place, Apt. #5601, San Francisco, CA 94107, hereinafter referred to as "Assignors", are the inventors of the invention described and set forth in the below identified application for United States Letters Patent:

Title of the Invention: **VALVE SIZER AND METHOD OF USE**

Date(s) of Execution of Declaration: \_\_\_\_\_

Filed: Herewith

Serial No.: Not yet assigned

WHEREAS, HEARTPORT, INC., a Delaware corporation, located at 200 Chesapeake Drive, Redwood City, California 94063, hereinafter referred to as "Assignee", is desirous of acquiring an interest in the invention and application and in any Letters Patent and Registrations which may be granted on the same;

For good and valuable consideration, receipt of which is hereby acknowledged by Assignors, Assignors have assigned, and by these presents does assign to Assignee all right, title and interest in and to the invention and application and to all foreign counterparts (including patent, utility model and industrial designs), and all future improvements thereon, and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world, and to claim the priority from the application as provided by the Paris Convention. The right, title and interests to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignors had this assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

Assignors further agree that they will, without charge to Assignee, but at Assignee's expense, (a) cooperate with Assignee in the prosecution of U.S. Patent applications and foreign counterparts on the invention and any improvements, (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer and (c) perform such other acts as Assignee lawfully may request to obtain or maintain Letters Patent and Registrations for the invention and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated.

*Daniel C. Rosenman*  
DANIEL C. ROSENMAN

5/7/96  
Date

*Michi E. Garrison*  
MICHIE E. GARRISON

5/8/96  
Date

*S. Christopher Daniel*  
S. CHRISTOPHER DANIEL

5/8/96  
Date