

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CardioVascular Technologies, LLC	02/03/2010
RECEIVING PARTY DATA	
Name:	Arbor Surgical Technologies, Inc.
Street Address:	610 Palomar
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94085
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5891160
Patent Number:	5972004
CORRESPONDENCE DATA	
Fax Number:	(949)625-8955
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	714-449-8433
Email:	wae@viplawgroup.com
Correspondent Name:	Vista IP Law Group LLP
Address Line 1:	2040 Main Street, suite 710
Address Line 4:	Irvine, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	ARB-103
NAME OF SUBMITTER:	William A. English
<p>Total Attachments: 5 source=CVT to Arbor assignment#page1.tif source=CVT to Arbor assignment#page2.tif source=CVT to Arbor assignment#page3.tif</p>	

CH \$80.00 5891160

501130742

**PATENT
 REEL: 024140 FRAME: 0187**

source=CVT to Arbor assignment#page4.tif

source=CVT to Arbor assignment#page5.tif

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Cardiovascular Technologies, LLC, having offices at 101 Southbend Court, Loveland, OH 45140 ("*Assignor*"), does hereby sell, assign, transfer, and convey unto Arbor Surgical Technologies, Inc., a Delaware corporation, having an address at 610 Palomar, Sunnyvale, CA 94085 ("*Assignee*"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "*Patent Rights*"):

- (a) the provisional patent applications, patent applications and patents listed in the table below (the "*Patents*");
- (b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Patents;
- (c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);
- (d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;
- (e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;
- (f) inventions, invention disclosures, and discoveries described in any of the Patents and/or any item in the foregoing categories (b) through (e) that (i) are included in any claim in the Patents and/or any item in the foregoing categories (b) through (e), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceedings brought on any of the Patents and/or any item in the foregoing categories (b) through (e), and/or (iii) could have been included as a claim in any of the Patents and/or any item in the foregoing categories (b) through (e);
- (g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (1) damages,
- (2) injunctive relief, and
- (3) any other remedies of any kind

for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
[Patent numbers]	[Country]	[Filing date(s)]	[Title of patent and name of first named inventor]
See Exhibit A			

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Exhibit A

PATENTS TO BE ASSIGNED

	Vista IP Matter No.	Cntry	Previous Matter No.	Title	Inventors	Serial No. (Filing Date)	Patent No. Issue Date	Atty
1.	ARB-9015R	US	N/A (Exam. Prebilic)	Means and Method of Replacing a Heart Valve in a Minimally Invasive Manner (Clip Tool + Valve) (Reissue of ARB-9016)	Williamson IV et al.	10/863,862 (6/7/04)	Re 40377 (6/10/08)	WAE
2.	ARB-9015R CON	US	N/A	Means and Method of Replacing a Heart Valve in a Minimally Invasive Manner (Clip Tool) (Reissue of ARB-9016)	Williamson IV et al.	12/134,170 (6/5/08)		WAE
3.	ARB-9015R DIV	US	N/A (Exam. Prebilic)	Means and Method of Replacing a Heart Valve in a Minimally Invasive Manner (Methods) (Reissue of ARB-9016)	Williamson IV et al.	11/982,294 (10/31/07)		WAE
4.	ARB-9016	US	N/A	Means and Method of Replacing a Heart Valve in a Minimally Invasive Manner	Williamson IV et al.	09/306,448 (5/6/99)	6,402,780 (6/11/02)	WAE
5.	ARB-9017	US	CVT-03 (copy received)	Extremely Long Wire Fasteners for Use in Minimally Invasive Surgery and Means and Methods for Handling Those Fasteners	Williamson Spence Keller Robinson Ward	10/052,129 (1/17/02)	Pub. as 2002/0068949 (6/6/02)	WAE
6.	ARB-9017.1	US	CVT-03A (Exam. Woo)	Extremely Long Wire Fasteners for Use in Minimally Invasive Surgery and Means and Methods for Handling Those Fasteners (CON of ARB-9017) (Long fasteners)	Williamson IV Spence Keller Robinson Ward	10/786,657 (2/27/04)	Pub. as 2004/0167573 (8/26/04)	WAE
7.	ARB-9017 CA (or ARB-9022 CA)	CA	CVT-03CA-120 (Macrae 27844)	Long Wire Fasteners for Use in Minimally Invasive Surgery and Methods	Williamson Spence Keller Robinson Ward	2,378,971 (10/14/99)	2,378,971 (4/22/08)	
8.	ARB-9017 WO	WO	CVT-03WO	Wire Fasteners for Use in Minimally Invasive Surgery and Methods	Williamson I Spence Keller Robinson Ward	PCT/US99/21459 (10/14/99)	WO 01/10310 (2/15/01)	WAE
9.	ARB-9018	US	N/A	Means for Replacing a Heart Valve in a Minimally Invasive Manner	Williamson IV	08/606,343 (2/23/96)	5,716,370 (02/10/98)	WAE
10.	ARB-9019	US	N/A	A Fastener Delivery and Deployment Mechanism and Method for Placing the Fastener in Minimally Invasive Surgery	Williamson IV	08/985,355 (12/04/97)	5,891,160 (4/6/99)	WAE
11.	ARB-9020	US	N/A	Wire Fasteners for Use in Minimally Invasive Surgery and Apparatus and Methods for Handling Those Fasteners	Williamson IV	09/026,671 (2/20/98)	5,972,004 (10/26/99)	WAE

	Vista IP Matter No.	Cntry	Previous Matter No.	Title	Inventors	Serial No. (Filing Date)	Patent No. Issue Date	Atty
12.	ARB-9021	US	N/A	Means and Methods of Replacing a Heart Valve in a Minimally Invasive Manner	Williamson IV	08/802,948 (2/21/97)	6,042,607 (3/28/00)	WAE
13.	ARB-9022	US	N/A	Extremely Long Wire Fasteners for Use in Minimally Invasive Surgery and Means and Methods for Handling Those Fasteners	Williamson IV	09/369,196 (8/6/99)	6,162,233 (12/19/00)	WAE