

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
VENTRACOR LIMITED	01/21/2010
RECEIVING PARTY DATA	
Name:	Thoratec Corporation
Street Address:	6035 Stoneridge Drive
City:	Pleasanton
State/Country:	CALIFORNIA
Postal Code:	94588
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	D489234
Patent Number:	D514125
Patent Number:	D514126
Patent Number:	D487968
CORRESPONDENCE DATA	
Fax Number:	(415)393-9887
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415-393-9866
Email:	dperegory@ssd.com
Correspondent Name:	Squire Sanders & Dempsey LLP
Address Line 1:	One Maritime Plaza
Address Line 2:	Suite 300
Address Line 4:	San Francisco, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	055590.00001
NAME OF SUBMITTER:	JAMES L. REED

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PATENT
REEL: 024272 FRAME: 0577

Total Attachments: 12

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Ventracor Limited (In Liquidation)

Ventrassist Pty Limited

Thoratec Corporation

Deed of Assignment of Designs and Design Applications

Date 21 January 2010

Parties

Ventracor Limited (In Liquidation) ABN 46 003 180 372 having its registered offices at c/- Ferrier Hodgson, Level 13, Grosvenor Place, 255 George Street, Sydney, New South Wales (**Ventracor**)

Ventrassist Pty Limited ABN 90 064 667 394 having its registered offices at Level 28, 71 Eagle Street, Brisbane Queensland (**Ventrassist**)

Thoratec Corporation, a company registered under the laws of the State of California, having its registered offices at 6035 Stoneridge Drive, Pleasanton, California (**Assignee**)

Background

- A. Ventracor and Ventrassist are the respective owners and registered proprietors of the Designs and the respective applicants or recorded assignees for the Design Applications.
- B. Where Ventracor or Ventrassist has an interest in a Co-owned Design, it holds a 50 per cent interest as a tenant in common.
- C. Under the Intellectual Property Asset Purchase Deed and for the monetary consideration agreed in that deed, Ventracor and Ventrassist have agreed to assign to the Assignee, and the Assignee has agreed to accept all of Ventracor's and Ventrassist's respective rights, title and interest in, to and under the Designs and Design Applications and to execute such further documents as may be required for filing, prosecution and evidentiary purposes.
- D. Ventracor and Ventrassist have agreed to assign to the Assignee, and the Assignee agrees to accept, all of Ventracor's and Ventrassist's respective right, title and interest in the Designs and the Design Applications on the terms and conditions set out in this document.
- E. In compliance with the deed referred to in C, and for the consideration referred to in that deed, the parties wish to enter into this assignment document.

Agreed terms

1 Interpretation

1.1 Definitions

In this document:

Assignor means a party, being Ventracor or Ventrassist, assigning its right title and interest in a Design or a Design Application under this deed.

Claim means any claim, action, liability, proceeding, allegation, suit or demand, of any kind including contingent claims and any claim that may arise or relate to events occurring prior to the date of this document.

Co-owned Designs means the Designs that are co-owned by an Assignor and a third party and the Design Applications in which an Assignor and a third party are the applicants or recorded assignees.

Design Applications means pending design applications set out in the **Schedule**.

Designs means the registered designs set out in the **Schedule**.

Encumbrances means an interest or power:

- (a) reserved in or over an interest in any asset; or
- (b) created or otherwise arising in or over any interest in any asset under any mortgage, charge, pledge, lien, hypothecation, trust or bill of sale or other security interest created by operation of law or otherwise,

by way of security for the payment of a debt or other monetary obligation or the performance of any other obligation.

Intellectual Property Asset Purchase Deed is a separate deed dated the same date as this document amongst Ventracor, Ventrassist and the Assignee.

Intellectual Property Rights means any industrial and intellectual property rights throughout the world and for the duration of the rights including:

- (i) any patents, copyright including future copyright, registered or unregistered trade marks or service marks, trade names, brand names, registered or unregistered designs, commercial names, circuit layouts, database rights;
- (ii) any inventions, discoveries, processes, methods, trade secrets, know-how, computer software, confidential information and scientific, technical and product information;
- (iii) the right to apply for any industrial and intellectual property rights; and

- (iv) any other similar or analogous rights and any intellectual or industrial rights whether now existing or which come into existence in the future.

Territory means the world.

1.2 Construction

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) "includes" means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
 - (i) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (ii) a right includes a benefit, remedy, discretion or power;
 - (iii) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
 - (iv) writing includes any mode of representing or reproducing words in tangible and permanently visible form;
 - (v) this document includes all schedules to it; and
 - (vi) a clause or schedule is a reference to a clause or schedule, as the case may be, of this document; and
- (g) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

1.3 Headings

Headings do not affect the interpretation of this document.

2 Assignment

- (a) Each Assignor assigns absolutely to the Assignee all its rights, title and interest (both legal and beneficial) in, to and under the Designs, including all Intellectual Property Rights in and subsisting in the Designs, throughout the Territory for the remainder of the term of those rights, including all renewals and extensions.

- (b) The assignment in **clause 2(a)** includes any rights of the Assignor to take action against any third party for design or copyright infringement or any other cause of action in connection with the Designs arising prior to the date of this document.

3 Warranties and Undertakings

- (a) Each Assignor represents, warrants and undertakes to the Assignee that:
- (i) It has full power to enter into this document and to give the warranties, covenants and indemnities contained in this document; and
 - (ii) relation to each Design and Design Application in respect of which it is shown as an owner or applicant in the Schedule or has legal or beneficial rights as an owner or applicant:
 - (A) subject to **clause 3(a)(ii)(B)**, it owns all right, title and interest in, to and under the Design and Design Application;
 - (B) it owns a fifty per cent (50%) interest in, to and under the Co-owned Design and has the right to assign its interest in that design to the Assignee;
 - (C) the Design and Design Application is free from all Encumbrances;
 - (D) except as provided in the Intellectual Property Asset Purchase Deed, it has not assigned, licensed or otherwise transferred any right, title or interest in the Design or Design Application to any third party and neither has it undertaken or promised to do so;
 - (E) the Design and Design Application is presently subsisting and the particulars of each as set out in the **Schedule** are true and correct; and
 - (F) it is not aware of any fact which may cause the Design or Design Application to be declared invalid, or any claim as a result of which the Design or Design Applications should be amended.
- (b) Each Assignor undertakes that it will not challenge, oppose or make any claim concerning:
- (i) use of the Designs or Design Applications by the Assignee or by a licensee of the Assignee; or
 - (ii) the validity of the registration of the Designs or Design Applications,
- and must not voluntarily assist any third party to so challenge, oppose or make any such claim.

4 General

4.1 Variation in writing

No provision of this document may be varied other than in writing executed by the parties to this document.

4.2 No assignment

- (a) An Assignor must not assign any right or obligation under this document without the Assignee's prior written consent, such consent not to be unreasonably withheld.
- (b) The Assignee may assign its rights and obligations under this document without the prior consent of either Assignor.

4.3 Costs

Each party must bear and is responsible for its own costs (including legal costs) and expenses in connection with the preparation, negotiation, execution, completion and carrying into effect of this document and any document envisaged by this document.

4.4 No waiver

A single or partial exercise or waiver of a right relating to this document does not prevent any other exercise of that right or the exercise of any other right. A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

4.5 Counterparts

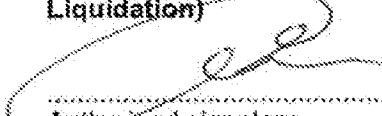
This document may be executed in any number of counterparts. All counterparts together will be taken to constitute one and the same instrument.

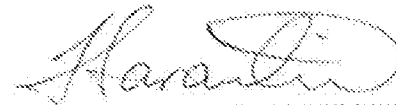
4.6 Governing law and jurisdiction

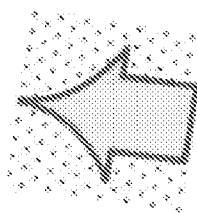
- (a) This document is governed by and is to be construed in accordance with the laws in force in the State of New South Wales.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

Executed as a deed.

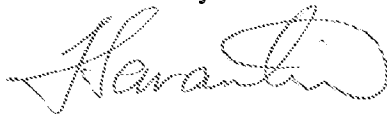
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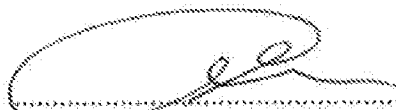

.....
Authorised signatory
STEVEN SHERMAN
.....
Name of Authorised signatory (print)

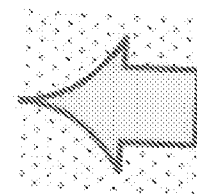

.....
Authorised signatory - Witness
JIM SARANTINOS
.....
Name of Authorised signatory (print)
Witness



Executed by Ventrassist Pty Limited }


.....
Witness
JIM SARANTINOS


.....
Authorised signatory
STEVEN SHERMAN
.....
Name of Authorised signatory (print)



Executed by Thoratec Corporation }

.....
Company Secretary/Director

.....
Name of Company Secretary/Director
(print)

.....
Director

.....
Name of Director (print)

Executed by Ventracor Limited (In Liquidation))

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Authorised signatory

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Authorised signatory

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Name of Authorised signatory (print)

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Name of Authorised signatory (print)

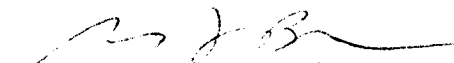
Executed by Ventrassist Pty Limited)

.....
Authorised signatory

.....
Name of Authorised signatory (print)

Executed by Thoratec Corporation)

.....
Company Secretary/Director


.....
~~Director~~ President and CEO

.....
Name of Company Secretary/Director
(print)

.....
Gerhard F. Burbach
Name of ~~Director~~ (print)
President and CEO

Schedule

Part A: Australia

Country	Design	App #	Reg #	Filing Date	Owner/ Applicant
Australia	Bag	200203750	151291	29-Nov-02	Ventrassist Pty Limited
Australia	Buckle	200611532	308591	13-Apr-06	Ventrassist Pty Limited; The University of NSW
Australia	Controller	200514827	308268	02-Nov-05	Ventrassist Pty Limited; The University of NSW
Australia	Corer Blade Package	200719820	317052	21-Sep-07	Ventrassist Pty Limited
Australia	Harness	200611534	310056	13-Apr-06	Ventrassist Pty Limited
Australia	Impeller	200400939	157255	10-Mar-04	Ventrassist Pty Limited
Australia	Impeller	200400944	157256	10-Mar-04	Ventrassist Pty Limited
Australia	Medical Device	200718321	315728	08-Jun-07	Ventrassist Pty Limited
Australia	Patient medical binder	200718138	315554	30-May-07	Ventrassist Pty Limited
Australia	Cannula	200719037	316472	25-Jul-07	Ventrassist Pty Limited
Australia	Shoulder sling	200611533	308592	13-Apr-06	Ventrassist Pty Limited
Australia	Spanner	200203525	150790	08-Nov-02	Ventrassist Pty Limited
Australia	Trocar	200613922	311984	31-Aug-06	Ventrassist Pty Limited

Australia	A tool	200301028	152190	24-Mar-03	Ventrassist Pty Limited
Australia	A trocar	200300817	152187	10-Mar-03	Ventrassist Pty Limited
Australia	Surgical tool	200613923	311985	31-Aug-06	Ventrassist Pty Limited
Australia	Controller	200810714	319681	18-Feb-08	Ventrassist Pty Limited
Australia	Battery casing	200810715	319682	18-Feb-08	Ventrassist Pty Limited

Part B: USA

1 Designs

Country	Design	App #	Reg #	Filing Date	Owner/ Applicant
USA	Bag	29/180427	D487968	23-Apr-03	Ventracor Limited
USA	Buckle	29/258157	D557632	18-Apr-06	Ventrassist Pty Limited; The University of NSW
USA	Harness	29/258156	D592357	18-Apr-06	Ventrassist Pty Limited
USA	Impeller	29/212966	D514126	10-Sep-04	Ventracor Limited
USA	Impeller	29/212610	D514125	03-Sep-04	Ventracor Limited
USA	Cannula	29/284432	D594553	07-Sep-07	Ventrassist Pty Limited
USA	Shoulder strap	29/258206	D553328	18-Apr-06	Ventrassist Pty Limited
USA	Spanner	29/180749	D489234	29-Apr-03	Ventracor Limited
USA	Corer handle	29/265971	D570644	12-Sep-06	Ventrassist Pty Limited
USA	Trocar	29/265970	D571009	12-Sep-06	Ventrassist Pty Limited

2 Design Applications

Country	Design	App #	Reg #	Filing Date	Owner/ Applicant
USA	Controller	29/242708	TBD	14-Nov-05	Ventrassist Pty Limited; The University of

Country	Design	App #	Reg #	Filing Date	Owner/ Applicant
					NSW
USA	Cannula	29/337115	TBD	15-May-09	Ventrassist Pty Limited
USA	Controller	29/321917	TBD	25-Jul-08	Ventrassist Pty Limited
USA	Battery casing	29/32190	TBD	25-Jul-08	Ventrassist Pty Limited