

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Marc Simmon	12/08/2004
Peter Keith	11/12/2004
RECEIVING PARTY DATA	
Name:	Myocor, Inc.
Street Address:	13300 67th Avenue North
City:	Maple Grove
State/Country:	MINNESOTA
Postal Code:	55311
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12498956
CORRESPONDENCE DATA	
Fax Number:	(949)250-6850
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	9492506801
Email:	sally_barrington@edwards.com
Correspondent Name:	Edwards Lifesciences LLC
Address Line 1:	One Edwards Way
Address Line 2:	Legal Department
Address Line 4:	Irvine, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	PVI-6148C2
NAME OF SUBMITTER:	Melinda R. Michalerya
Total Attachments: 2 source=PVI-6148C2 - Simmon to Myocor partial assignment#page1.tif source=PVI-6148C2 - Simmon to Myocor partial assignment#page2.tif	

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PATENT
REEL: 025187 FRAME: 0695

ASSIGNMENT

WHEREAS We, the below named inventors, [hereinafter referred to as Assignors], have made an invention entitled:

METHODS AND DEVICES FOR IMPROVING MITRAL VALVE FUNCTION

for which we executed an application for United States Letters Patent concurrently herewith or filed an application for United States Letters Patent on May 7, 2004 (Application No. 10/840,511); and

WHEREAS, Myocor, Inc., a corporation of Delaware whose post office address is 13300 67th Avenue North, Maple Grove, MN 55311 (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from Assignee is hereby acknowledged, We, as Assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, our entire right, title, and interest in and to this invention, and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of the above provisional application (if any), as well as all rights to claim priority on the basis of this application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, We HEREBY covenant that we have the full right to convey the interest assigned by this Assignment, and we have not executed and will not execute any agreement in conflict with this Assignment;

AND, We HEREBY further covenant and agree that we will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

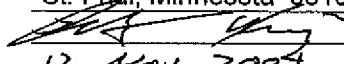
IN TESTIMONY WHEREOF, We have hereunto set our hands.

County of _____)	Name: <u>Marc Simmon</u>
_____)	Address: <u>11177 165th Avenue SE</u>
_____)	<u>Becker, Minnesota 55308</u>
State of _____)	By: <u><i>Marc Simmon</i></u>
	Date: <u>12/8/04</u>

Subscribed and sworn to before me this _____ day of _____, 20____
_____, Notary Public

County of _____)
)
)
State of _____)

ss.

Name: Peter Keith
Address: 1477 Grantham Street
 St. Paul, Minnesota 55108
By: 
Date: 12 Nov 2004

Subscribed and sworn to before me this _____ day of _____, 20____
_____, Notary Public