

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Agreement containing covenant not to sue

CONVEYING PARTY DATA

Name	Execution Date
HEARTWARE, LTD.	11/09/2005
HEARTWARE, INC.	11/09/2005

RECEIVING PARTY DATA

Name:	Thoratec Corporation
Street Address:	6035 Stoneridge Drive
City:	Pleasanton
State/Country:	CALIFORNIA
Postal Code:	94588

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	7575423
Patent Number:	6688861
Patent Number:	6234998
Patent Number:	6080133
Patent Number:	5840070
Patent Number:	5695471
Patent Number:	6368083
Patent Number:	6217541
Patent Number:	6264635
Patent Number:	6592620
Patent Number:	6149683
Patent Number:	6732501
Patent Number:	6234772
Patent Number:	6158984

CH \$640.00 7575423

Patent Number:	6120537
Application Number:	10799534

CORRESPONDENCE DATA

Fax Number: (415)393-9887
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (415) 393-9866
Email: dperegory@ssd.com
Correspondent Name: Squire, Sanders & Dempsey (US) LLP
Address Line 1: 275 Battery Street
Address Line 2: Suite 2600
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	55590.00001
NAME OF SUBMITTER:	James L Reed

Total Attachments: 9
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AGREEMENT

This Agreement ("Agreement") is effective this 9th day of November, 2003, by and among University of Technology, Sydney (a university located in Sydney, Australia); Ventracast Pty., Ltd. (an Australian Limited Liability Company, ACN 004 667 394) and Ventracor, Ltd. (an Australian Limited Liability Company, ACN 003 189 372), each having a principal place of business at 126 Greville Street, Chatswood, NSW Australia; and HeartWare, Inc. (a Florida corporation having a principal place of business at 3351 Executive Way, Miramar, Florida and being a wholly owned subsidiary of HeartWare Limited, an Australian Limited Liability Company, ABN 34 111 970 257), (collectively, "the Parties") and constitutes *inter alia* a full settlement and release of all claims and counterclaims asserted in an action styled *Ventracast Pty., Ltd. and University of Technology, Sydney v. HeartWare, Inc.*, Civil Action 04-61703, presently pending in the United States District Court for the Southern District of Florida ("the Action") in which Ventracor Ltd. has been named as a counterclaim defendant;

WHEREAS, Ventracast and University of Technology, Sydney (Plaintiffs) have filed the Action against HeartWare, Inc. in the United States District Court for the Southern District of Florida, alleging patent infringement of the patents-in-suit;

WHEREAS, Plaintiffs possess ownership rights in U.S. Patent No. 6,227,797 ("the '797 patent") and U.S. Patent No. 6,609,883 ("the '883 patent"), (collectively, "the patents-in-suit");

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3. HeartWare, Inc. and HeartWare Limited, individually and collectively, on their own behalf and on behalf of any Affiliate of either of them, covenant not to sue Ventrasist Pty., Ltd., Ventracor Ltd., University of Technology, Sydney, or any Affiliate of any of them, for infringement of any existing patent or patent issued from any published patent application listed on Exhibit B hereto. This covenant not to sue shall also extend to any customer that uses, sells, offers to sell, or imports any product that it acquires, directly or indirectly, from Ventrasist Pty., Ltd., Ventracor Ltd., University of Technology, Sydney, or any Affiliate of any of them. By way of example only, it is the intent of this paragraph that HeartWare, Inc., HeartWare Limited, or any Affiliate of either of them not be able to file suit against downstream purchasers and users of any product that was manufactured and/or sold by Ventrasist Pty., Ltd., Ventracor Ltd., University of Technology, Sydney, or any Affiliate of any of them to the same extent that this Agreement prohibits such a suit against any of Ventrasist Pty., Ltd., Ventracor Ltd., University of Technology, Sydney, or any Affiliate of any of them.

4. HeartWare, Inc. and HeartWare Limited, individually and collectively, on their own behalf and on behalf of any Affiliate of either of them, covenant not to sue Ventrasist Pty., Ltd., Ventracor Ltd., University of Technology, Sydney, or any Affiliate of any of them, for infringement of any existing patent or patent issued from any published patent application listed on Exhibit D hereto with respect to Ventracor's Existing Ventrasist Device or any device embodying a modification thereto which does not give rise to a new basis for a claim of patent infringement not also applicable to Ventracor's Existing Ventrasist Device. For purposes of this paragraph 4, "Ventracor's Existing Ventrasist Device" means any device which had been implanted in a human or an animal as of September 30, 2005 as evidenced by dated written records kept in the normal course of business. This covenant not to sue shall also extend to any

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customer that uses, sells, offers to sell, or imports any product that it acquires, directly or indirectly, from Ventracor Pty., Ltd., Ventracor Ltd., University of Technology, Sydney, or any Affiliate of any of them. By way of example only, it is the intent of this paragraph that HeartWare, Inc., HeartWare Limited, or any Affiliate of either of them not be able to file suit against downstream purchasers and users of any product that was manufactured and/or sold by Ventracor Pty., Ltd., Ventracor Ltd., University of Technology, Sydney, or any Affiliate of any of them to the same extent that this Agreement prohibits such a suit against any of Ventracor Pty., Ltd., Ventracor Ltd., University of Technology, Sydney, or any Affiliate of any of them.

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7. The covenants not to sue set forth in paragraphs 3 and 4 above shall extend to any continuation, reissue, reexamination, foreign counterpart, continuation in part, divisional, and any other patent or enforceable patent right which claims priority to, or shares a common priority claim with, any patent or published patent application listed on Exhibit B or D hereto, respectively, whichever is applicable.

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24. This Agreement may be signed in any number of counterparts, each of which will be deemed to be an original, and all of which together shall be deemed to be one and the same Agreement. Further, facsimile signatures may be employed and shall be binding.

Signed:

For UTS Ross Milbourne Date: 9 Nov 2005

Printed Name: Ross Milbourne

Title: Vice Chancellor and President

For VENTRACOR, LTD. Colin Sutton Date: 8 Nov 2005

Printed Name: Colin Sutton

Title: Chief Executive Officer

For VENTRASSIST PTY., LTD. Colin Sutton Date: 9 Nov 2005

Printed Name: Colin Sutton

Title: Director

For HEARTWARE, INC. Stuart McCaughie Date: 9 Nov 2005

Printed Name: STUART MCCOUGHIE

Title: PRESIDENT

For HEARTWARE LIMITED Stuart McCaughie Date: 9 Nov 2005

Printed Name: STUART MCCOUGHIE

Title: CHIEF EXECUTIVE OFFICER

Stuart McCaughie

EXHIBIT B

LIST OF PATENTS AND PUBLISHED PATENT APPLICATIONS SUBJECT TO COVENANT NOT TO SUE

Patent/Published Application Number	Title	Applicant(s)
US 2014/0234397 A1	sealless rotary blood pump	Wampler
US 6,688,861 B2	sealless rotary blood pump	Wampler
US 6,234,998 B1	sealless rotary blood pump	Wampler
US 6,066,131 A	sealless rotary blood pump	Wampler
US 5,840,070 A	sealless rotary blood pump	Wampler
US 5,693,471 A	sealless rotary blood pump with passive magnetic radial bearings and blood immersed axial bearings	Wampler
AT 288770T T	dichtungslöse rotationsblutpumpe	Heartware Inc.
AU 708476 B2	sealless rotary blood pump with passive magnetic radial bearings and blood immersed axial bearings	Kriton Medical Inc.
AU 730235 B2	sealless rotary blood pump	Kriton Medical Inc.
AU 734310 B2	sealless rotary blood pump with passive magnetic radial bearings and blood immersed axial bearings	Kriton Medical Inc.
AU 742536 B2	sealless rotary blood pump	Kriton Medical Inc.
US 6,368,063 B1	sealless rotary blood pump	Wampler
CA 2218342 C	rotary blood pump	Kriton Medical Inc.
CA 2240555 A1	sealless rotary blood pump	Kriton Medical Inc.
DE 69828926D	sealless rotary blood pump	Heartware Inc.
EP 0901797 A2	sealless rotary blood pump	Kriton Medical Inc.
EP 1464348 A2	sealless rotary blood pump with passive magnetic radial bearings and blood immersed axial bearings	Heartware Inc.
EP 0821696 A4 (WITHDRAWN)	sealless rotary blood pump with passive magnetic radial bearings and blood immersed axial bearings	Heartware Inc.
IL 121834	sealless rotary blood pump with passive magnetic radial bearings and blood immersed axial bearings	Kriton Medical Inc.
IL 124876	sealless rotary blood pump	Kriton Medical Inc.
JP 11123239 A	non-seal blood pump	Kriton Medical Inc.
JP 11504549T	sealless rotary blood pump with passive magnetic radial bearings and blood immersed axial bearings	
WO 9729795 A1	sealless rotary blood pump with passive magnetic radial bearings and blood immersed axial bearings	Wampler
KR 351336	Sealless Rotary Blood Pump with Passive Magnetic Radial Bearings and Blood Immersed Axial Bearings	Wampler
WO 0105023 A1	method and apparatus for controlling brushless DC motors in implantable medical devices	Kriton Medical Inc.
AU 771931 B2	method and apparatus for controlling brushless DC motors in implantable medical devices	Kriton Medical Inc.
CA 2377982 A1	method and apparatus for controlling brushless DC motors in implantable medical devices	Kriton Medical Inc.
EP 1194998 A1	method and apparatus for controlling brushless DC motors in implantable medical devices	Kriton Medical Inc.
IL 147262D D0	method and apparatus for controlling brushless DC motors in implantable medical devices	
JP 2003-509987T	method and apparatus for controlling brushless DC motors in implantable medical devices	

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EXHIBIT D

COMPLETE LIST OF PATENTS AND PUBLISHED PATENT APPLICATIONS AS OF SEPTEMBER 30, 2005 IN WHICH HEARTWARE INC. AND/OR HEARTWARE LIMITED HAS/HAVE OWNERSHIP, LICENSE OR PATENT INFRINGEMENT ENFORCEMENT RIGHTS

Patent/Published Application Number	Title	Applicant(s)
US 2004/0274397 A1	sealless rotary blood pump	Wampler
US 6,688,861 B2	sealless rotary blood pump	Wampler
US 6,234,998 B1	sealless rotary blood pump	Wampler
US 6,080,133 A	sealless rotary blood pump	Wampler
US 5,840,070 A	sealless rotary blood pump	Wampler
US 5,695,471 A	sealless rotary blood pump with passive magnetic radial bearings and blood immersed axial bearings	Wampler
AT 208770T	dichtunglose rotativblutpumpe	Heartware Inc.
AU 708476 B2	sealless rotary blood pump with passive magnetic radial bearings and blood immersed axial bearings	Kriton Medical Inc.
AU 730235 B2	sealless rotary blood pump	Kriton Medical Inc.
AU 734310 B2	sealless rotary blood pump with passive magnetic radial bearings and blood immersed axial bearings	Kriton Medical Inc.
AU 742536 B2	sealless rotary blood pump	Kriton Medical Inc.
US 6,368,083 B1	sealless rotary blood pump	Wampler
CA 2218342 C	rotary blood pump	Kriton Medical Inc.
CA 2240555 A1	sealless rotary blood pump	Kriton Medical Inc.
DE 69628926D	sealless rotary blood pump	Heartware Inc.
EP 0821596 A1	sealless rotary blood pump with passive magnetic radial bearings and blood immersed axial bearings	Kriton Medical Inc.
EP 0901797 A2	sealless rotary blood pump	Kriton Medical Inc.
EP 1464348 A2	sealless rotary blood pump with passive magnetic radial bearings and blood immersed axial bearings	Heartware Inc.
IL 121834	sealless rotary blood pump with passive magnetic radial bearings and blood immersed axial bearings	Kriton Medical Inc.
IL 124876	sealless rotary blood pump	Kriton Medical Inc.
IP 11123239 A	non-seal blood pump	Kriton Medical Inc.
JP 11504549T	sealless rotary blood pump with passive magnetic radial bearings and blood immersed axial bearings	
WO 97/29795 A1	sealless rotary blood pump with passive magnetic radial bearings and blood immersed axial bearings	Wampler
KR 2001-51336	Sealless Rotary Blood Pump with Passive Magnetic Radial Bearings and Blood Immersed Axial Bearings	Wampler
WO 0105023 A1	method and apparatus for controlling brushless DC motors in implantable medical devices	Kriton Medical Inc.
AU 771931 B2	method and apparatus for controlling brushless DC motors in implantable medical devices	Kriton Medical Inc.
CA 2377982 A1	method and apparatus for controlling brushless DC motors in implantable medical devices	Kriton Medical Inc.
EP 1194998 A1	method and apparatus for controlling brushless DC motors in implantable medical devices	Kriton Medical Inc.
IL 147262D 1D0	method and apparatus for controlling brushless DC motors in implantable medical devices	
JP 2003-509987T	method and apparatus for controlling brushless DC motors in implantable medical devices	

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EXHIBIT D

US 6,217,541 B1	blood pump using cross-flow principals	Yu
CA 2,359,934 A1	blood pump using cross-flow principals	Kriton Medical Inc.
AU 760,773 B2	blood pump using cross-flow principals	Kriton Medical Inc.
EP 1,146,920 A1	blood pump using cross-flow principals	Kriton Medical Inc.
JP 2002-535047T	blood pump using cross-flow principals	Kriton Medical Inc.
WO 004,303 A1	blood pump using cross-flow principals	Kriton Medical Inc. & Yo Long Sheng
IL 1,442,440 D2	blood pump using cross-flow principals	Kriton Medical Inc.
AU 765,716 B2	active magnetic bearing system for blood pump	Kriton Medical Inc.
CA 2,352,270 A1	active magnetic bearing system for blood pump	Kriton Medical Inc.
EP 1,135,181 A1	active magnetic bearing system for blood pump	Kriton Medical Inc.
JP 2002-531185T	active magnetic bearing system for blood pump	
US 6,264,635 B1	active magnetic bearing system for blood pump	Wampler et al.
IL 1,433,620 D0	active magnetic bearing system for blood pump	Kriton Medical Inc.
WO 003,237 A1	active magnetic bearing system for blood pump	Kriton Medical Inc. & Wampler et al.
US 6,592,620 B1	power system for an implantable heart pump	Lancisi et al.
US 6,149,683 A	power system for an implantable heart pump	Lancisi et al.
AU 485,879 A	power system for an implantable heart pump	Kriton Medical Inc.
WO 2002,0031	power system for an implantable heart pump	Heartware Inc.
US 6,732,501 B2	ventricular connector	Yu et al.
AU 2003,240,581 A1	ventricular connector	Kriton Medical Inc.
WO 2004/002,573 A1	ventricular connector	Kriton Medical Inc.
US 2004/017,190 A1	ventricular connector	Yu et al.
US 6,234,772 B1	rotary blood pump	Wampler et al.
AU 773,136	rotary blood pump	Heartware Inc.
CA 2,370,740	rotary blood pump	Heartware Inc.
EP 1,173,238	rotary blood pump	Heartware Inc.
IL 1,458,810 D0	rotary blood pump	Kriton Medical Inc.
JP 2002,341,985T	rotary blood pump	Heartware Inc.
WO 2006,4306	rotary blood pump	Heartware Inc.
US 6,158,984 A	rotary blood pump with ceramic members	Ca0 et al.
AU 765,033	rotary blood pump with ceramic members	Heartware Inc.
CA 2,356,694	rotary blood pump with ceramic members	Heartware Inc.
EP 1,140,247	rotary blood pump with ceramic members	Heartware Inc.
IL 1,437,020	rotary blood pump with ceramic members	Kriton Medical Inc.
JP 2002,533,167T	rotary blood pump with ceramic members	Kriton Medical Inc.
WO 2003,8757	rotary blood pump with ceramic members	Kriton Medical Inc.
KR 2001,708,282	rotary blood pump with ceramic members	Kriton Medical Inc.
US 6,120,537 A	sealless blood pump with means for avoiding thrombus formation	Wampler
AU 768,864	sealless blood pump with means for avoiding thrombus	Heartware Inc.
EP 1,027,898	sealless blood pump with means for avoiding thrombus	Heartware Inc.
P 2000,217,905	sealless blood pump with means for avoiding thrombus	Heartware Inc.
KR 2000,032,036	sealless blood pump with means for avoiding thrombus	Heartware Inc.

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