

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	08/12/2010

CONVEYING PARTY DATA

Name	Execution Date
ATS Medical Inc	08/12/2010
Pilgrim Merger Corporation	08/12/2010

RECEIVING PARTY DATA

Name:	Medtronic ATS Medical Inc.
Street Address:	3905 Annapolis Lane North, Ste. 105
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55447

PROPERTY NUMBERS Total: 20

Property Type	Number
Application Number:	12238958
Application Number:	11402463
Application Number:	11759696
Application Number:	12765449
Application Number:	12765356
Application Number:	11617507
Application Number:	12057729
Application Number:	12423425
Patent Number:	5354330
Patent Number:	5487760
Patent Number:	7167746
Patent Number:	7758638
Patent Number:	7276079

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Patent Number:	6556872
Patent Number:	6560489
Patent Number:	7113830
Patent Number:	7039467
Patent Number:	6200259
Patent Number:	6371905
Patent Number:	6463323

CORRESPONDENCE DATA

Fax Number: (707)543-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 707 525 0111
Email: rs.vasciplegal@medtronic.com
Correspondent Name: Medtronic Vascular
Address Line 1: 3576 Unocal Place
Address Line 4: Santa Rosa, CALIFORNIA 95403

ATTORNEY DOCKET NUMBER: G622 ATS MEDICAL

NAME OF SUBMITTER: John Liddicoat, Vice President

Total Attachments: 8
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State of Minnesota

SECRETARY OF STATE

Certificate of Merger

I, Mark Ritchie, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

State of Formation and Names of Merging Entities:

MN: ATS MEDICAL, INC.
MN: PILGRIM MERGER CORPORATION

State of Formation and Name of Surviving Entity:

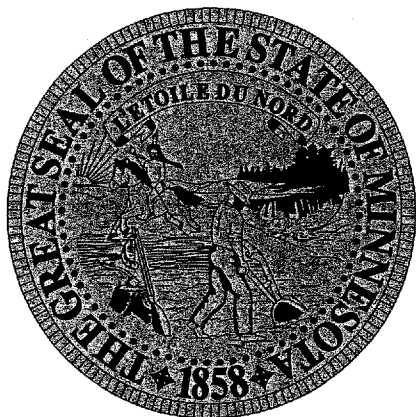
MN: ATS MEDICAL, INC.

Effective Date of Merger: 08/12/2010

Name of Surviving Entity after Effective Date of Merger:

MEDTRONIC ATS MEDICAL, INC.

This certificate has been issued on: 08/12/2010



Mark Ritchie
Secretary of State.

**ARTICLES OF MERGER
OF
PILGRIM MERGER CORPORATION
(a Minnesota corporation)
AND
ATS MEDICAL, INC.
(a Minnesota corporation)**

Pursuant to Minnesota Statutes Section 302A.615, the undersigned hereby execute the following Articles of Merger:

1. The names of the constituent corporations to the merger are:
 - (a) Pilgrim Merger Corporation, a Minnesota corporation, and
 - (b) ATS Medical, Inc., a Minnesota corporation.

2. The Plan of Merger attached hereto as Exhibit A (the "Plan of Merger") and incorporated herein by reference sets forth the terms and conditions of the merger.

3. ATS Medical, Inc. will be the surviving corporation of the merger, and its name will be changed to "Medtronic ATS Medical, Inc."

4. The Plan of Merger has been approved by Pilgrim Merger Corporation and ATS Medical, Inc. pursuant to Minnesota Statutes, Chapter 302A.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned corporations have executed these Articles of Merger as of August 12, 2010.

Pilgrim Merger Corporation,
a Minnesota corporation

By: Gary L. Ellis
Gary L. Ellis
Chief Financial Officer and Senior Vice
President

ATS Medical, Inc.,
a Minnesota corporation

By: _____
Michael D. Dale
Chief Executive Officer and President

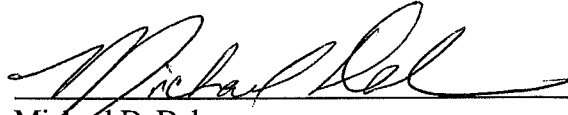
[Signature Page to Articles of Merger of Pilgrim Merger Corporation and ATS Medical, Inc.]

IN WITNESS WHEREOF, the undersigned corporations have executed these Articles of Merger as of August 12, 2010.

Pilgrim Merger Corporation,
a Minnesota corporation

By: _____
Gary L. Ellis
Chief Financial Officer and Senior Vice
President

ATS Medical, Inc.,
a Minnesota corporation

By: 
Michael D. Dale
Chief Executive Officer and President

[Signature Page to Articles of Merger of Pilgrim Merger Corporation and ATS Medical, Inc.]

**EXHIBIT A
TO
ARTICLES OF MERGER OF
PILGRIM MERGER CORPORATION
AND
ATS MEDICAL, INC.**

See attached.

AGREEMENT AND PLAN OF MERGER

AMONG

MEDTRONIC, INC.,

PILGRIM MERGER CORPORATION

and

ATS MEDICAL, INC.

Dated as of April 28, 2010

PAGES 1 -17 REDACTED

Section 3.14. Intellectual Property.

(a) "Intellectual Property" shall mean any or all intellectual property and similar proprietary rights in any jurisdiction throughout the world, including without limitation: (i) all United States and foreign patents and United States, international and foreign applications therefor, including any and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof, whether or not related to such divisions, renewals, extensions, provisionals, contributions or continuations-in-part through one or more intervening applications; (ii) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know-how, technology, technical data and customer lists, and all documentation in any form or media relating to any of the foregoing; (iii) all copyrights, copyrights registrations and applications therefor, and all other rights corresponding thereto throughout the world; (iv) all computer software, including all source code, object code, development tools, files, records and data, and all media on which any of the foregoing is recorded; (v) all databases and data collections and all rights therein throughout the world; (vi) all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor throughout the world; and (vii) all domain names, uniform resource locators, and other names and locators associated with the internet.

(b) Section 3.14(b) of the Disclosure Letter sets forth a true and complete list of all Intellectual Property owned by or exclusively licensed to the Company that is issued, registered or subject to an application for patent or other registration in any jurisdiction throughout the world ("Registered Intellectual Property"), or that is a material unregistered trademark or copyright, together with: the name of the applicant/registrant and current owners; the applicable jurisdiction; and any application or registration number (collectively "Company Intellectual Property"). With respect to such Registered Intellectual Property that is owned and covers a patent or trademark, the Company has a clear, recorded chain of title in the patent or trademark office of each country in which such Intellectual Property is located. Except as otherwise indicated, the Company is the sole and exclusive owner of all owned Registered Intellectual Property, free and clear of any liens. To the knowledge of the Company, all owned Registered Intellectual Property is valid and enforceable. Company and its Subsidiaries have no knowledge of any facts that could give rise to a claim that the owned Registered Intellectual Property is invalid or unenforceable, and Company and its Subsidiaries have not engaged in any conduct, or omitted to perform any necessary act, the result of which would invalidate any owned Registered Intellectual Property or preclude its enforceability. The Company has received no notice from any third party challenging the validity, enforceability or ownership of any owned Registered Intellectual Property, nor is the Company or its Subsidiaries a party of any proceeding relating to any such challenge.

(c) The Intellectual Property owned by Company and its Subsidiaries, together with the Licensed Intellectual Property (as defined in Section 3.16), constitutes all material Intellectual Property used in or necessary for the operation of their businesses as currently conducted; provided that this Section 3.14(c) shall not be viewed as extending the scope of any representation and warranty in clause 3.14(d) below.

(d) Except as set forth in Section 3.14(d) of the Disclosure Letter, to the knowledge of the Company, the operation of the business of the Company and each of its Subsidiaries, including their products and services, does not in any material respect infringe or misappropriate the Intellectual Property of any third party or constitute unfair competition or unfair trade practices under the laws of any jurisdiction. Neither the Company nor any of its Subsidiaries have received any notice from any third party as of the date hereof (including "invitations" to take a license), and, to the knowledge of the Company, there is no other assertion or threat from any third party, nor any reasonable basis therefor, that the operation of the business of the Company or any of its Subsidiaries, or any of their products or services, in any material respect infringes or misappropriates the Intellectual Property of any third party or constitutes unfair competition or unfair trade practices under the laws of any jurisdiction. Neither the Company nor any its Subsidiaries have brought or have been a party to any claims, suits, arbitrations or other adversarial proceedings with respect to a third party's Intellectual Property that remains pending.

(e) Except as set forth in Section 3.14(e) of the Disclosure Letter, to the knowledge of the Company, as of the date hereof, no person is infringing or misappropriating any material Intellectual Property owned or exclusively licensed to the Company or any of its Subsidiaries. Neither the Company nor any its Subsidiaries have brought or have been a party to any claims, suits, arbitrations or other adversarial proceedings with respect to their Intellectual Property against any third party.

(f) The Company and its Subsidiaries are not subject to any judgment, order, writ, injunction or decree of any court or any Federal, state, local, foreign or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, or any arbitrator, which restricts or impairs the use of any of their Intellectual Property. Except as set forth in Section 3.14(f) of the Disclosure Letter, the Intellectual Property owned by the Company and its Subsidiaries was not developed using any federal or university funding, resources or staff, no government entity or university has any rights to any of such Intellectual Property, and such Intellectual Property is not subject to any consortia agreement.

(g) The Company and each of its Subsidiaries has taken commercially reasonable and appropriate steps to protect and maintain its material Intellectual Property, including as it relates to trade secrets, and to the knowledge of the Company there are no material unauthorized uses or disclosures of any such Intellectual Property. Since January 1, 2007, Company and each of its Subsidiaries has secured, and has a policy to secure, valid written confidentiality agreements and assignments of Intellectual Property from all consultants, contractors, and employees who contribute or have contributed to the creation, conception, reduction to practice or other development of any Intellectual Property developed on behalf of the Company or its Subsidiaries.

(h) To the knowledge of the Company, the consummation of this transaction will not entitle any third party to impose any restriction upon, obtain any rights to, or receive any compensation based on, any existing Intellectual Property of the Parent, not alter or impair the Company or its Subsidiaries' rights in or to any material Intellectual Property owned or exclusively licensed to the Company or its Subsidiaries.

PAGES 20 - 63 REDACTED