

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Joseph F. Finn Jr.	06/10/2011
RECEIVING PARTY DATA	
Name:	Pressure Products Medical Supplies, Inc.
Street Address:	Box 25000
Internal Address:	PMB 25205
City:	Teton Village
State/Country:	WYOMING
Postal Code:	83025
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7666203
Application Number:	10660444
Application Number:	12652075
Application Number:	12652067
CORRESPONDENCE DATA	
Fax Number:	(412)566-6099
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	412-566-1933
Email:	ipmail@eckertseamans.com
Correspondent Name:	Carol A. Marmo
Address Line 1:	600 Grant Street, 44th Floor
Address Line 2:	U. S. Steel Tower
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219
ATTORNEY DOCKET NUMBER:	303092-00001
NAME OF SUBMITTER:	Carol A. Marmo

OP \$160.00 7666203

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Total Attachments: 6

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ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

This Assignment of Patents and Patent Applications ("Patent Assignment"), effective as of June 10, 2011 (the "Effective Date"), is by and between Joseph F. Finn, Jr., as assignee for the benefit of creditors (the "Seller," of NMT Medical, Inc., a Delaware corporation (the "Company"), and Pressure Products Medical Supplies, Inc., a Wyoming corporation (the "Buyer").

WHEREAS, the Buyer and the Seller are parties to that certain Bill of Sale and Sale Agreement, dated as of June 10, 2011 (the "Sale Agreement");

WHEREAS, pursuant to the Sale Agreement, the Seller has agreed to execute and deliver this Patent Assignment;

WHEREAS, the Seller is the owner of the right, title and interest in and to certain patents (the "Patents") and certain patent applications (the "Patent Applications"), each as specified in Schedule 1 attached hereto, subject to any and all liens and encumbrances relating to such Patents and Patent Applications previously granted by the Company;

WHEREAS, the Seller is willing to assign to the Buyer its respective rights in such Patents and Patent Applications;

WHEREAS, the Buyer desires to obtain ownership of the Patents and Patent Applications in accordance with the terms and conditions set forth in this Patent Assignment and the Sale Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, the sufficiency of which is acknowledged, the Buyer and the Seller, intending to be legally bound, hereby agree as follows:

1. Assignment. The Seller does hereby irrevocably grant, sell, convey, transfer, assign, deliver and relinquish exclusively to the Buyer, in perpetuity, all of its respective worldwide right, title, and interest in and to all of the Patents and Patent Applications, together with (i) the right to sue for and obtain remedies against past infringement and rights of priority and protection of interest in such Patents and Patent Applications and (ii) the right to file and obtain any continuations, continuations-in-part, reissues, patent term extensions, divisionals and reexamination of the Patents and Patent Applications, as applicable.
2. Recordation. In order to record this Patent Assignment with the United States Patent and Trademark Office (the "PTO"), the parties hereto shall execute this Patent Assignment and the Buyer may execute the Recordation Cover Sheet required by the PTO in order to record the assignment effected hereby. Thereafter, the Buyer may record the executed Recordation Form Cover Sheet with the PTO, together with any schedules and exhibits thereto, including, but not limited to, this Patent Assignment and Schedule 1 hereto.
3. Power of Attorney. The Seller does hereby make, constitute and appoint the Buyer (and any officer or agent of the Buyer as the Buyer may select in its exclusive discretion) as the Seller's true and lawful attorney-in-fact, with the power to endorse the Seller's name on all

applications, documents, papers and instruments necessary to implement and effect fully the intentions, purposes and provisions of this Patent Assignment, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment in the PTO; provided, that the Buyer shall only be entitled to exercise its rights under this power of attorney with respect to any of the foregoing actions to the extent that the Seller has failed to take such action at the request of the Buyer and following ten (10) days prior written notice to the Seller of the exercise of such rights. This power of attorney shall be irrevocable.

4. “AS IS” and “WHERE IS”. THE PATENT AND PATENT APPLICATIONS ARE ASSIGNED WITHOUT ANY REPRESENTATIONS OR WARRANTIES OR GUARANTY OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CONCERNING TITLE, QUALITY, QUANTITY, DURABILITY, CONDITION, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, FREEDOM TO OPERATE, DEPENDENT TECHNOLOGY, NON-INFRINGEMENT, VALIDITY OR ANY OTHER ASPECT OF THE SAME. FURTHER, THE PATENT AND PATENT APPLICATIONS ARE ASSIGNED “AS IS” AND “WHERE IS” WITHOUT REPRESENTATION OR WARRANTY AND ALL WARRANTIES EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ASSIGNEE ASSUMES NO RESPONSIBILITY FOR THE CONDITION OR POTENTIAL (OR LACK THEREOF) OF THE PATENT AND PATENT APPLICATIONS. ALTHOUGH THE ASSIGNEE AGREES THAT THE PATENT AND PATENT APPLICATIONS ARE FREE AND CLEAR OF THE SATISFIED LIENS (AS DEFINED IN THE SALE AGREEMENT), THE BUYER ACKNOWLEDGES THAT THE PATENT AND PATENT APPLICATION MAY BE SUBJECT TO TO CERTAIN PRE-EXISTING LIENS AND ENCUMBRANCES UNKNOWN TO SELLER. SELLER SHALL HAVE NO LIABILITY WHATSOEVER CONCERNING THE PATENT AND PATENT APPLICATIONS, INCLUDING LIABILITY FOR NEGLIGENCE OR ANY OTHER THEORY OF LIABILITY OR CAUSE OF ACTION. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES ARISING IN ANY WAY WITH RESPECT TO THE PATENT AND PATENT APPLICATIONS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

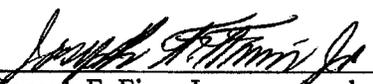
5. Governing Law. This Patent Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and any suit or action hereunder, except as otherwise set forth herein, shall be brought in said jurisdiction.

6. Successors and Assigns. This Patent Assignment shall bind the Seller and its successors and assigns and inure to the benefit of Buyer and its successors and assigns.

[Signature page to follow]

This Patent Assignment of Patents and Patent Applications is executed and delivered effective as of the Effective Date.

**SELLER AS ASSIGNEE FOR THE
BENEFIT OF CREDITORS OF NMT
MEDICAL, INC.**

By: 
Joseph F. Finn, Jr., as and only as assignee
for the benefit of creditors of NMT
Medical, Inc.

**PRESSURE PRODUCTS MEDICAL
SUPPLIES, INC.**

By: _____
Paul Kurth
Chief Executive Officer

Box 25000
PMB 25205
Teton Village, WY 83025

UPS/Fed Ex address:
3465 North Pines Way @ 104
Wilson, WY 83014
Phone: 805-637-0715
Fax 307-203-2623

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Joseph F. Finn, Jr., as and only as assignee
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**PRESSURE PRODUCTS MEDICAL
SUPPLIES, INC.**

By: Paul Kurth June 10, 2011
Paul Kurth
Chief Executive Officer

Box 25000
PMB 25205
Teton Village, WY 83025

UPS/Fed Ex address:
3465 North Pines Way @ 104
Wilson, WY 83014
Phone: 805-637-0715
Fax 307-203-2623

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COUNTY OF [NORFOLK] :

STATE OF [MASSACHUSETTS] : ss.:

BE IT REMEMBERED, that on this 10TH day of JUNE, 2011, before me, the subscriber, a notary public of the Commonwealth of Massachusetts, personally appeared JOSEPH F FINN JR [and _____], who, I am satisfied, is[~~are~~] the person[~~s~~] who signed the foregoing Bill of Sale and Sale Agreement as the assignee for the benefit of creditors of NMT Medical, Inc., the Seller named therein, and he thereupon acknowledged that the said instrument made by the Seller was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the Seller.

Donna M. Colotti

Notary Public



DONNA M. COLOTTI
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 7, 2012

Schedule 1

Patents and Patent Applications

- ***US 7666203 Transseptal Puncture Apparatus Issued***
- ***US 20040092973 Septal Puncture Device Application***
- ***EP1542593 Septal Puncture Device; DE,GB Patent Application***
- ***US 20100106177 Transseptal Puncture Apparatus Application***
- ***US 20100114140 Transseptal Puncture Apparatus Application***

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