

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Sutura Inc.	01/05/2010
RECEIVING PARTY DATA	
Name:	Pandora Select Partners L.P.
Street Address:	3033 Excelsior Boulevard
Internal Address:	Suite 300
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55416
Name:	Whitebox Hedged High Yield Partners L.P.
Street Address:	3033 Excelsior Boulevard
Internal Address:	Suite 300
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55416
Name:	Whitebox Capital Arbitrage Partners L.P.
Street Address:	3033 Excelsior Boulevard
Internal Address:	Suite 300
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55416
Name:	Whitebox Intermarket Partners L.P.
Street Address:	3033 Excelsior Boulevard
Internal Address:	Suite 300
City:	Minneapolis
State/Country:	MINNESOTA

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PATENT  
REEL: 026533 FRAME: 0545

CH \$120.00 11235751

Postal Code:	55416
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Name:	Gary S Kohler
Street Address:	3033 Excelsior Boulevard
Internal Address:	Suite 300
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55416

Name:	Scot W Malloy
Street Address:	3033 Excelsior Boulevard
Internal Address:	Suite 300
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55416

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	11235751
Application Number:	12057304
Application Number:	12463046

CORRESPONDENCE DATA

Fax Number: (707)543-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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Address Line 4: Santa Rosa, CALIFORNIA 95403

ATTORNEY DOCKET NUMBER:	P40070;P40094;P40095
NAME OF SUBMITTER:	William L. Haynes, Sr. Patent Counsel

Total Attachments: 7  
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**CONFIRMATION OF PATENT AND TRADEMARK ASSIGNMENT**

WHEREAS, Sutura, Inc. ("Sutura"), a Delaware corporation, entered into a Collateral Surrender Agreement dated July 3, 2009 with Whitebox Advisors, LLC ("Collection Agent"), as collection agent for Pandora Select Partners, L.P., Whitebox Hedged High Yield Partners, L.P., Whitebox Convertible Arbitrage Partners, L.P., Whitebox Intermarket Partners, L.P., Gary S. Kohler and Scot W. Malloy (together the "Secured Parties"), surrendering and assigning to the Secured Parties certain intellectual property assets defined below and hereinafter referred to as the "Intellectual Property", including, but not limited to, those assets identified in Schedules A and B hereto;

AND WHEREAS, it is desired, by this Memorandum, to confirm the assignment of the Intellectual Property to the Secured Parties:

NOW, THEREFORE, Sutura hereby confirms and acknowledges that as set forth in the Collateral Surrender Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, Sutura has assigned, transferred, conveyed and delivered to the Secured Parties all of Sutura's right, title and interest to the following Intellectual Property:

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such patents and patent applications as described in Schedule A hereto), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, URLs and domain names, and applications for registration of such trademarks, service marks and trade names, URLs and domain names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such marks, names and applications as described in Schedule B hereto), whether registered or unregistered and whenever registered, all rights to sue for past, present or future infringement or uncontested use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof; and

(iii) the entire goodwill of or associated with the businesses connected with and symbolized by any of the aforementioned properties and assets;

(iv) all general intangibles (as defined in the UCC); and

(v) all products and proceeds of any and all of the foregoing.

And Sutura does hereby confirm that Sutura has sold, assigned, transferred, conveyed and delivered to the Secured Parties all claims for damages and all remedies arising out of any violation of any and all rights assigned hereby that may have accrued prior to the date of assignment to the Secured Parties, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Intellectual Property before or after issuance.

*DL*

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 5 day of January, 2010.

SUTURA, INC.

By: DAK  
David Kernan

Title President

## SCHEDULE A

## U.S. Patents

Title:	Country:	Patent No:	Issue Date:
METHOD AND APPARATUS FOR SUTURING	US	5860990	1/19/1999
SUTURING DEVICE AND METHOD FOR SEALING AN OPENING IN A BLOOD VESSEL OR OTHER BIOLOGICAL STRUCTURE	US	6117144	9/12/2000
DEVICE AND METHOD FOR SUTURING TISSUE ADJACENT TO A BLOOD VESSEL	US	5820631	10/13/1998
SUTURE CUTTER	US	6733509	5/11/2004
SUTURING DEVICE AND METHOD FOR SEALING AN OPENING IN A BLOOD VESSEL OR OTHER BIOLOGICAL STRUCTURE	US	6245079	6/12/2001
SUTURING DEVICE AND METHOD FOR SEALING AN OPENING IN A BLOOD VESSEL OR OTHER BIOLOGICAL STRUCTURE	US	6551331	4/22/2003
SUTURING DEVICE AND METHOD FOR SEALING AN OPENING IN A BLOOD VESSEL OR OTHER BIOLOGICAL STRUCTURE	US	7004952	2/28/2006
SUTURING DEVICE AND METHOD	US	6562052	5/13/2003
SUTURING DEVICE AND METHOD	US	7090686	8/15/2006

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## U.S. Patent Applications

Title:	Country:	Application No.	Filing Date:
SUTURING DEVICE AND METHOD	US	60/002769	8/24/1995
SUTURING DEVICE AND METHOD FOR SEALING OPENING IN VESSEL WALL	US	09/036437	3/9/1998
SUTURING DEVICE AND METHOD	US	09/524211	3/13/2000
SUTURE CUTTER	US	60/228267	8/25/2000
HANDLE FOR SUTURING APPARATUS	US	60/613636	9/27/2004
METHOD AND APPARATUS FOR HOLDING SUTURE ENDS TO FACILITATE TYING OF KNOTS	US	60/683701	5/23/2005
METHOD AND APPARATUS FOR APPLYING A KNOT TO A SUTURE	US	60/693582	6/20/2005
METHOD AND APPARATUS FOR APPLYING A KNOT TO A SUTURE	US	60/709485	8/19/2005
REVERSE TAPERED GUIDEWIRE AND METHOD OF USE	US	60/771522	2/7/2006
SUTURING DEVICE AND METHOD FOR CLOSING A PATENT FORAMEN OVALE	US	60/908946	3/29/2007
SUTURING DEVICE AND METHOD FOR CLOSING A PATENT FORAMEN OVALE	US	60/981468	10/19/2007
SUTURING DEVICE AND METHOD OF SUTURING AN ANATOMIC VALVE	US	61/052146	5/9/2008
SUTURE CUTTER	US	10/842031	5/7/2004
HANDLE FOR SUTURING APPARATUS	US	11/235751	9/27/2005
METHOD AND APPARATUS FOR APPLYING A KNOT TO A SUTURE	US	11/455894	6/19/2006
METHOD AND APPARATUS FOR HOLDING SUTURE ENDS TO FACILITATE TYING OF KNOTS	US	11/438619	5/22/2006
REVERSE TAPERED GUIDEWIRE AND METHOD OF USE	US	11/702915	2/6/2007
SUTURING DEVICES AND METHODS FOR CLOSING A PATENT FORAMEN OVALE	US	12/057304	3/27/2008
SUTURING DEVICE AND METHOD FOR SEALING AN OPENING IN A BLOOD VESSEL OR OTHER BIOLOGICAL STRUCTURE	US	11/354302	2/14/2006
SUTURING DEVICE AND METHOD FOR SEALING AN OPENING IN A BLOOD VESSEL OR OTHER BIOLOGICAL STRUCTURE	US	11/653083	1/12/2007
SUTURING DEVICE AND METHOD	US	11/503652	8/14/2006
SUTURING DEVICE AND METHOD	US	11/653103	1/12/2007
SUTURING DEVICES AND METHODS FOR SUTURING AN ANATOMIC VALVE	US	12/463046	5/8/2009

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**Foreign Patents**

<b>Title:</b>	<b>Country:</b>	<b>Patent No:</b>	<b>Issue Date:</b>
SUTURING DEVICE FOR SEALING AN OPENING IN A BLOOD VESSEL	China	ZL99 8 03869.5	2/16/2005
SUTURING DEVICE FOR SEALING AN OPENING IN A BLOOD VESSEL OR OTHER BIOLOGICAL STRUCTURE	Europe (Germany, France, UK)	941698	5/11/2005
SUTURING DEVICE FOR SEALING AN OPENING IN A BLOOD VESSEL	Hong Kong	HK1036395	5/27/2005
SUTURING DEVICE FOR SEALING AN OPENING IN A BLOOD VESSEL	Australia	2003212025	3/23/2006
SUTURING DEVICE FOR SEALING AN OPENING IN A BLOOD VESSEL	Canada	2323084	12/5/2006
SUTURING DEVICE FOR SEALING AN OPENING IN A BLOOD VESSEL	China	ZL2005 1 0004354.4	5/14/2008
SUTURING DEVICE FOR SEALING AN OPENING IN A BLOOD VESSEL OR OTHER BIOLOGICAL STRUCTURE	Europe (Germany, Spain, France, UK)	1570790	11/26/2008





## Foreign Patent Applications

Title:	Country:	Application No.	Filing Date:
SUTURING DEVICE FOR SEALING AN OPENING IN A BLOOD VESSEL	Australia	29731/99	2/23/1999
METHOD AND APPARATUS FOR APPLYING A KNOT TO A SUTURE	Australia	2006262498	6/19/2006
METHOD AND APPARATUS FOR HOLDING SUTURE ENDS TO FACILITATE TYING OF KNOTS	Australia	2006251579	5/22/2006
HANDLE FOR SUTURING APPARATUS	China	200580032692.7	9/27/2005
METHOD AND APPARATUS FOR APPLYING A KNOT TO A SUTURE	China	200680030354.4	6/19/2006
SUTURING DEVICE FOR SEALING AN OPENING IN A BLOOD VESSEL OR OTHER BIOLOGICAL STRUCTURE	Europe	8075767.7	3/1/1999
HANDLE FOR SUTURING APPARATUS	Europe	5802122.1	9/27/2005
METHOD AND APPARATUS FOR APPLYING A KNOT TO A SUTURE	Europe	6773453.3	6/19/2006
METHOD AND APPARATUS FOR HOLDING SUTURE ENDS TO FACILITATE TYING OF KNOTS	Europe	6760280.5	5/22/2006
SUTURING DEVICE FOR SEALING AN OPENING IN A BLOOD VESSEL OR OTHER BIOLOGICAL STRUCTURE	Japan	62080/1999	3/9/1999
SUTURING DEVICE FOR SEALING AN OPENING IN A BLOOD VESSEL OR OTHER BIOLOGICAL STRUCTURE	Japan	544795/99	2/23/1999
SUTURING DEVICE FOR SEALING AN OPENING IN A BLOOD VESSEL OR OTHER BIOLOGICAL STRUCTURE	Japan	2009-144590	2/23/1999
HANDLE FOR SUTURING APPARATUS	Japan	2007-533759	9/27/2005
METHOD AND APPARATUS FOR APPLYING A KNOT TO A SUTURE	Japan	2008-517194	6/19/2006
METHOD AND APPARATUS FOR HOLDING SUTURE ENDS TO FACILITATE TYING OF KNOTS	Japan	2008-513600	5/22/2006
SUTURING DEVICE FOR SEALING AN OPENING IN A BLOOD VESSEL	WO	PCT/US99/03904	2/23/1999
SUTURING DEVICE AND METHOD	WO	PCT/US01/08050	3/13/2001
SUTURE CUTTER	WO	PCT/US01/26724	8/27/2001
HANDLE FOR SUTURING APPARATUS	WO	PCT/US2005/034801	9/27/2005
METHOD AND APPARATUS FOR HOLDING SUTURE ENDS TO FACILITATE TYING OF KNOTS	WO	PCT/US2006/019798	5/22/2006
METHOD AND APPARATUS FOR APPLYING A KNOT TO A SUTURE	WO	PCT/US2006/023676	6/19/2006
REVERSE TAPERED GUIDEWIRE AND METHOD OF USE	WO	PCT/US2007/002920	2/6/2007
SUTURING DEVICES AND METHODS FOR SUTURING AN ANATOMIC VALVE	WO	PCT/US2009/043293	5/8/2009
SUTURING DEVICES AND METHODS FOR CLOSING A PATENT FORAMEN OVALE	WO	PCT/US2008/058519	3/27/2008

## SCHEDULE B

### TRADEMARKS

BECAUSE CLOSURE SHOULD BE THE SIMPLEST PART OF THE PROCEDURE

HEARTSTITCH

KWIKNOT

SIMPLIFYING CLOSURE WITH SURGICAL PRECISION

SUPERSTITCH

SUTURA

### REGISTRATIONS

COUNTRY	MARK	CLASS	APP NO./ APP. DATE	REG. NO./ REG. DATE
USA	HEARTSTITCH	10	77/139,342 03-23-2007	3,400,295 03-18-2008
European Community	KWIKNOT	10	7,142,318 08-07-2008	7142318 6-23-2009
USA	KWIKNOT	10	77/406,725 02-26-2008	3667420 8-11-2009
European Community	SUPERSTITCH	10	7,142,243 08-07-2008	7142243 6-23-2009
USA	SUPERSTITCH	10	75/248,304 02-26-1997	2,239,885 04-13-1999
USA	SUPERSTITCH	10	77/406,705 02-26-2008	3,508,187 09-30-2008
USA	SUTURA	10	75/529,111 07-31-1998	2,473,994 07-31-2001

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