

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Acorn Cardiovascular, Inc.	12/10/2010
RECEIVING PARTY DATA	
Name:	Mardil, Inc.
Street Address:	420 Tonkawa Road
City:	Orono
State/Country:	MINNESOTA
Postal Code:	55356
PROPERTY NUMBERS Total: 70	
Property Type	Number
Patent Number:	5702343
Patent Number:	6085754
Patent Number:	6123662
Patent Number:	6126590
Patent Number:	6155972
Patent Number:	6169922
Patent Number:	6174279
Patent Number:	6179791
Patent Number:	6193648
Patent Number:	6230714
Patent Number:	6241654
Patent Number:	6293906
Patent Number:	6370429
Patent Number:	6416459
Patent Number:	6425856

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PATENT  
REEL: 026558 FRAME: 0507

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Patent Number:	6482146
Patent Number:	6537203
Patent Number:	6564094
Patent Number:	6567699
Patent Number:	6572533
Patent Number:	6575921
Patent Number:	6579226
Patent Number:	6582355
Patent Number:	6587734
Patent Number:	6645139
Patent Number:	6673009
Patent Number:	6682475
Patent Number:	6682476
Patent Number:	6689048
Patent Number:	6730016
Patent Number:	6755779
Patent Number:	6876887
Patent Number:	6881185
Patent Number:	6896652
Patent Number:	6902522
Patent Number:	6902524
Patent Number:	6951534
Patent Number:	6997865
Patent Number:	7022064
Patent Number:	7025719
Patent Number:	7153258
Patent Number:	7163507
Patent Number:	7166071
Patent Number:	7214181
Patent Number:	7235042
Patent Number:	7252632
Patent Number:	7297104
Patent Number:	7326174
Patent Number:	7419466
Patent Number:	7575547

	7578784
Patent Number:	7618364
Patent Number:	7641608
Patent Number:	7651461
Patent Number:	7651462
Patent Number:	7727142
Patent Number:	7819797
Application Number:	12142891
Application Number:	12333045
Application Number:	12633434
Application Number:	12701302
Application Number:	12715931
Application Number:	12719553
Application Number:	12752614
Application Number:	12764508
Application Number:	12767302
Application Number:	12806646
Application Number:	12807848
Application Number:	12824925
Application Number:	12830965

# CORRESPONDENCE DATA

Fax Number: (858)792-8946  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 8587928211  
Email: sd-ip@nathlaw.com  
Correspondent Name: Laurie Axford  
Address Line 1: 2794 Gateway Road  
Address Line 2: The Nath Law Group  
Address Line 4: Carlsbad, CALIFORNIA 92009

ATTORNEY DOCKET NUMBER:	93021G
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NAME OF SUBMITTER:	Brooks Gifford III
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Total Attachments: 4  
source=Acom-Mardil Agreement#page1.tif  
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source=Acom-Mardil Agreement#page3.tif  
source=Acom-Mardil Agreement#page4.tif

## PATENT ASSIGNMENT

This PATENT ASSIGNMENT (the "Assignment"), dated December 10<sup>th</sup>, 2010 is delivered in accordance with that certain Patent Assignment Agreement dated December 10, 2010 by and between Acorn Cardiovascular, Inc., a Delaware corporation ("Assignor"), located at 601 Campus Drive, St. Paul, MN 55112, and Mardil, Inc., a Delaware corporation ("Assignee") located at 420 Tonkawa Road, Orono, MN 55356.

WHEREAS, Assignor is transferring to Assignee its right, title and interest in and to the patents and patent applications identified on the attached Exhibit A, together with the invention(s) disclosed therein (collectively, the "Patents"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title, and interest in and to the Patents, together with any and all causes of action and rights of recovery for past infringements of the Patents.

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Agreement.** Assignor hereby sells, assigns, transfers and conveys unto Assignee the entire right, title and interest (a) in and to the Patents and Assignor's other intellectual property relating to technology, devices and/or systems disclosed in the Patents and/or systems and/or methodologies disclosed in the Patents tested in clinical trials conducted by or on behalf of Assignor, (b) in and to any non-provisional, division, substitution, continuation, continuation-in-part, reissue, reexamination, foreign counterpart, and extension of the intellectual property described in Section 1 (a) filed hereafter by Assignee, (c) in and to all of Assignor's rights under the International Conventions derived from such intellectual property and all other rights vested in Assignor by virtue of the instruments of assignment and/or by virtue of other instruments pursuant to which Assignor became vested with ownership of such intellectual property, including the right, title, and interest in and to any and all improvements acquired pursuant to the terms of said instruments of assignment, (d) in and to each and every patent, both foreign and domestic, which is granted on any application included in the intellectual property described in Section 1(a) or 1(b) or that is filed hereafter by Assignee which is a non-provisional, division, substitution, continuation, continuation-in-part of such intellectual property, and in and to each and every reissue, reexamination, or extension of such intellectual property, (e) in and to all claims, causes of action, and other rights with respect to such intellectual property, and (f) in and to confidential information, trade secrets and company know-how associated with intellectual property (collectively, the "Intellectual Property").

2. Assignor hereby covenants and agrees to cooperate with Assignee to promptly execute all papers prepared at the expense of Assignee which are deemed necessary or desirable by Assignee to perfect in it the right, title and interest to the Intellectual Property herein conveyed and to obtain and maintain the patents.

3. Assignor hereby authorizes and shall request the Commissioner of Patents and Trademarks to issue all patents which may be granted upon any of the applications included in the Patents as defined above, to Assignee, as the assignee of the entire interest therein.

Signature Page -- Patent Assignment Agreement

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REEL: 026558 FRAME: 0510

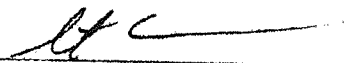
4. The terms, covenants and provisions of this Agreement shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon Assignor, its successors, assigns and/or other legal representatives.

5. This Agreement shall be governed by the Laws of the State of Minnesota without regard to conflicts of laws principles.

6. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Patent Assignment as of the date first above written.

ACORN CARDIOVASCULAR, INC.,  
a Delaware corporation

  
\_\_\_\_\_  
Steven Anderson, President


MARDIL, INC.,  
a Delaware corporation

  
\_\_\_\_\_  
James F. Buck, President

Exhibit A  
Page 1 of 2

Attachment 4B			
	U.S. Patent Number	U.S. Patent Number	U.S. Patent Number
1	5,702,343	6,575,921	7,214,181
2	[REDACTED]	6,579,226	7,235,042
3	6,085,754	6,582,355	7,252,632
4	6,123,662	6,587,734	[REDACTED]
5	6,126,590	6,645,139	[REDACTED]
6	6,155,972	6,673,009	[REDACTED]
7	[REDACTED]	6,682,475	7,297,104
8	[REDACTED]	6,682,476	7,326,174
9	6,169,922	6,689,048	[REDACTED]
10	6,174,279	6,730,016	7,419,466
11	6,179,791	6,755,779	7,575,547
12	6,193,648	6,876,887	7,578,784
13	6,230,714	6,881,185	7,618,364
14	6,241,654	[REDACTED]	7,641,608
15	6,293,906	6,896,652	7,651,461
16	6,370,429	6,902,522	7,651,462
17	[REDACTED]	6,902,524	7,727,142
18	6,416,459	[REDACTED]	7,819,797
19	6,425,856	6,951,534	[REDACTED]
20	6,482,146	6,997,865	
21	6,537,203	7,022,064	
22	[REDACTED]	7,025,719	
23	6,564,094	7,153,258	
24	6,567,699	7,163,507	
25	6,572,533	7,166,071	

Exhibit A  
Page 2 of 2

Attachment 4A	
U.S. Application Number	
1	12/142,891
2	12/333,045
3	12/633,434
4	
5	12/701,302
6	12/715,931
7	12/719,553
8	12/752,614
9	12/764,508
10	12/767,302
11	12/806,646
12	12/807,848
13	12/824,925
14	12/830,965