

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Aaron J. HJELLE</td> <td>05/08/2012</td> </tr> <tr> <td>Robert G. WALSH</td> <td>06/13/2012</td> </tr> <tr> <td>William E. COHN</td> <td>05/18/2012</td> </tr> <tr> <td>Louis LABROUSSE</td> <td>04/19/2012</td> </tr> </tbody> </table>		Name	Execution Date	Aaron J. HJELLE	05/08/2012	Robert G. WALSH	06/13/2012	William E. COHN	05/18/2012	Louis LABROUSSE	04/19/2012
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Mardil, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>505 North Highway 169, Suite 560</td> </tr> <tr> <td>City:</td> <td>Plymouth</td> </tr> <tr> <td>State/Country:</td> <td>MINNESOTA</td> </tr> <tr> <td>Postal Code:</td> <td>55441</td> </tr> </table>		Name:	Mardil, Inc.	Street Address:	505 North Highway 169, Suite 560	City:	Plymouth	State/Country:	MINNESOTA	Postal Code:	55441
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13261173</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13261173						
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CORRESPONDENCE DATA											
<p>Fax Number: (619)696-7124          Phone: 6196966700          Email: ipdocket@gordonrees.com  <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Correspondent Name: Gordon &amp; Rees LLP          Address Line 1: 101 West Broadway, Suite 1600          Address Line 2: Laurie A. Axford          Address Line 4: San Diego, CALIFORNIA 92101</p>											
ATTORNEY DOCKET NUMBER:	MARDI-1075657										
NAME OF SUBMITTER:	Laurie A. Axford										

CH \$40.00 13261173

Total Attachments: 4

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**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

HJELLE, Aaron  
WALSH, Robert G.  
COHN, William E.  
LABROUSSE, Louis

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**2. Name and address of receiving party(ies)**

Name: MARDIL, INC.

Internal Address: \_\_\_\_\_

Street Address: 505 North Highway 169, Suite 560

City: Plymouth

State: Minnesota

Country: US Zip: 55441

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 5/8/12; 6/13/12; 5/18/12; 4/19/12

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

13/261,173 filed on Feb. 6, 2012; Docket No. MARDI-1075657

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: GORDON & REES LLP

Internal Address: Laurie A. Axford

Street Address: 101 West Broadway, Suite 2000

City: San Diego

State: California Zip: 92101

Phone Number: 619-696-6700

Docket Number: 619-696-7124

Email Address: ipdocket@gordonrees.com

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40**

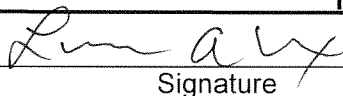
- ☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number 50-1990

Authorized User Name Gayle F. Katzmann

**9. Signature:**

  
Signature

Date

Laurie A. Axford

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## ASSIGNMENT

WHEREAS, **Aaron J. HJELLE**, residing at 11100 Xenia Avenue North, Champlin, MN 55316; **Robert G. WALSH**, residing at 310 NW Gilbert Way, Newport, OR 97365; **William E. COHN**, residing at 4540 Magnolia Street, Houston, TX 77401 and **Louis LABROUSSE**, residing at 28 rue Milliere, Bordeaux, France (hereinafter referred to as the assignors), are the owners of the entire right, title and interest in and to inventions relating to **INTRA-OPERATIVE HEART SIZE MEASURING TOOL**, which are set forth in the United States Patent Application bearing Serial No. 13/261,173 and filed on February 6, 2012 (hereafter, "the Patent"); and

WHEREAS, **MARDIL, INC.**, a Delaware corporation having its principal place of business at 505 North Highway 169, Suite 560, Plymouth, Minnesota 55441 (hereinafter referred to as the assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Patent Applications and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, International Patent Application and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all conversions, divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the Patent Application above-mentioned, and that the same is unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

\* \* \* \* \*

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said Patent Application or any proceeding in connection with Letters Patent or Patents granted thereon in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for said Letters Patent or Patents or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of said Letters Patent or Patents for said inventions, without charge to said assignee its successors, legal representatives and assigns, but at the cost and expense of said assignee its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent or Patents of the United States to said assignee as the assignee of said inventions and the Letters Patent or Patents to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

8 May 2012

Date



**Aaron J. HJELLE**

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Date

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Date



**William E. COHN**

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Houston, TX 77401

14 Apr 2012

Date



**Louis LABROUSSE**

**Assignor**

28 rue Milliere  
Bordeaux, France

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said Patent Application or any proceeding in connection with Letters Patent or Patents granted thereon in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for said Letters Patent or Patents or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of said Letters Patent or Patents for said inventions, without charge to said assignee its successors, legal representatives and assigns, but at the cost and expense of said assignee its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent or Patents of the United States to said assignee as the assignee of said inventions and the Letters Patent or Patents to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

## Data

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