### 501987161 07/12/2012

#### PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Jeffrey A. LaRose	07/28/2011
Charles R. Shambaugh	10/14/2011

#### **RECEIVING PARTY DATA**

Name:	HeartWare, Inc.	
Street Address:	14000 NW 57th Court	
City:	Miami Lakes	
State/Country:	FLORIDA	
Postal Code:	33014	

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13181240

# **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	1216/75166-AA/JPW/AHC
NAME OF SUBMITTER:	Cindy Shu

Total Attachments: 3

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<u>PATENT</u>

REEL: 028538 FRAME: 0948

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Attorney Docket No. 1216/75166-AA/JPW/AHC

Assignment of Non-Provisional Application

In consideration of One Dollar (\$1.00), and other good and valuable

consideration, the receipt of which is hereby acknowledged, we, the undersigned,

Jeffrey A. LaRose, residing at 10937 NW 61st Court, Parkland, Florida 33076, United

States of America; and

Charles R. Shambaugh, residing at 707 Zamora Avenue, Coral Gables, Florida, 33134,

United States of America.

Hereby sell, assign and transfer to HeartWare, Inc., a corporation of the State of

Delaware, having a place of business at 14000 NW 57th Court, Miami Lakes, in the

County of Miami-Dade and State of Florida, its successors, assigns and legal

representatives, the entire right, title and interest for all countries, in and to any and all

inventions which are disclosed and claimed, and any and all inventions which are

disclosed but not claimed, in the application for United States Patent, which has been

executed by the undersigned on July 28, 2011 and October 14, 2011 and is entitled

STABILIZING DRIVE FOR CONTACTLESS ROTARY BLOOD PUMP IMPELLER

(U.S. SERIAL NO. 13/181,240, FILED JULY 12, 2011, A CONTINUATION-IN-PART OF U.S. SERIAL NO. 11/654,226, FILED JANUARY 16, 2007, NOW U.S. PATENT NO. 7,976,271, ISSUED JULY 12, 2011, WHICH CLAIMS THE BENEFIT OF U.S. PROVISIONAL APPLICATION NOS. 60/758,793,

FILED JANUARY 13, 2006; 60/758,892, FILED JANUARY 13, 2006; 60/758,795, FILED JANUARY

13, 2006; and 60/758,794, FILED JANUARY 13, 2006)

and in and to said application and all divisional, continuing, substitute, renewal, reissue.

and all other applications for U.S. Letters Patent or other related property rights in any

and all foreign countries which have been or shall be filed on any of said inventions

disclosed in said application; and in and to all original and reissued patents or related

foreign documents which have been or shall be issued on said inventions;

Authorize and request the Commissioner for Patents of the United States to issue

to said Assignee, the corporation above named, its successors, assigns and legal

representatives, in accordance with this assignment, any and all United States Letters

Patent on said inventions or any of them disclosed in said application;

PATENT

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Agree that said Assignee may apply for and receive foreign Letters Patent or rights of any other kind for said inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the aforesaid United States patent application under the provisions of the International Convention of 1883 and later modifications thereof under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned or the undersigned's executors or administrators will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said inventions and the history thereof testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: 7/28/11
Witness: Morphic Centrics (signature)
MAGALIC-HARHINCZ [printed name)
4000 NW57+W7-Hjami Lakes (address)

E1 33014

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Date: 10/14/2011
Witness: Mogali Alastin Communic)
MAGAII MARTINEZ [printed name]
14000 NW5+Ct. MIAMILAGAS
FL 33014

Charles R. Shambaugh [LSI]

PATENT REEL: 028538 FRAME: 0951

**RECORDED: 07/12/2012**