

## PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Paracor Medical, Inc.	08/01/2012
RECEIVING PARTY DATA	
Name:	W. L. Gore & Associates, Inc.
Street Address:	555 Paper Mill Road
Internal Address:	Customer Number:28596
City:	Newark
State/Country:	DELAWARE
Postal Code:	19711
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7455738
CORRESPONDENCE DATA	
Fax Number:	
Phone:	302-738-4880
Email:	lgarlant@wlgore.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	W. L. Gore & Associates, Inc.
Address Line 1:	555 Paper Mill Road
Address Line 2:	Customer Number: 28596
Address Line 4:	Newark, DELAWARE 19711
ATTORNEY DOCKET NUMBER:	MP/417
NAME OF SUBMITTER:	Lori Garlant
Total Attachments: 4 source=PARACOR-ASG#page1.tif source=PARACOR-ASG#page2.tif source=PARACOR-ASG#page3.tif source=PARACOR-ASG#page4.tif	

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## PATENT ASSIGNMENT

This Patent Assignment is entered into by and between Paracor Medical, Inc., a Delaware corporation ("**Assignor**"), and W. L. Gore & Associates, Inc., a Delaware corporation ("**Assignee**") as of August 1, 2012.

### RECITALS

A. Assignee desires to acquire ownership of U.S. Patent Number 7,455,738 from Assignor pursuant to that certain Purchase Agreement between Assignee and Assignor dated of even date herewith (the "**Purchase Agreement**").

B. Assignor desires to transfer all right, title and interest in and to the Patents to Assignee.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein and for other good and valuable consideration paid by Assignee to Assignor, receipt and sufficiency of which Assignee hereby acknowledges, Assignee and Assignor agree as follows:

1. Assignor hereby irrevocably assigns, transfers, grants, sells and otherwise conveys to Assignee all of Assignor's right, title and interest in and to (i) U.S. Patent Number 7,455,738, all inventions described or claimed therein and improvements thereto, all foreign counterparts thereof and the right to claim priority, all United States and foreign patents issuing or claiming priority from U.S. Patent Number 7,455,738, and all supplemental protection certificates, reissues, renewals, continuations, continuations-in-part, and divisionals, revisions, substitutions, extensions, reexaminations or any foreign counterparts thereof, throughout the world ("**Patents**"); (ii) all claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement or other unauthorized exploitation of any Patents prior to, on or after the date of this Patent Assignment, and all damages, royalties and other payments now or hereafter due and/or payable by reason of any past, present or future infringements of the Patents or unauthorized exploitation of the same, with the right to prosecute and sue for (in Assignee's own name) and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives.

2. Assignor authorizes the United States Patent and Trademark Office, and the empowered officials of all other governments in any foreign jurisdiction, to issue or transfer all said Patents to Assignee, as assignee thereof, or otherwise as Assignee may direct.

3. Assignor agrees, without further consideration, to execute and deliver all agreements, documents or other materials reasonably requested by Assignee and assist Assignee in any reasonable manner to obtain, perfect and enforce, for Assignee's benefit, Assignee's right, title and interest in and to the Patents in any and all countries throughout the world; provided that the requesting party shall pay the reasonable out-of-pocket expenses of the other party incurred in connection with complying with this Section 3. Assignor hereby constitutes and appoints

Assignee, and its successors and assigns, the true and lawful attorney of Assignor with full power of substitution in the name and stead of Assignor, but on behalf and for the benefit of Assignee, its successors and assigns to demand and receive each and all of the Patents and all rights associated therewith and related thereto.

4. Assignor hereby covenants that it has the full right to convey the interest assigned by this Assignment, and Assignor has not executed and will not execute any agreement in conflict with this Agreement.

5. This Patent Assignment shall be binding upon Assignor and shall inure to the benefit of Assignee, and its representatives, successors and assigns. This Patent Assignment may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute the same assignment.

[Signature Page Follows]

"Assignor"

PARACOR MEDICAL, INC. [SELLER]

EXECUTED By: William G. Mavity Date: \_\_\_\_\_

Print Name: WILLIAM G. MAVITY

Title: CHIEF EXECUTIVE OFFICER

*Buyer Confidential and Seller Confidential  
Execution Copy August 1, 2012*

"Assignee"

W. L. GORE & ASSOCIATES, INC. [PURCHASER].

EXECUTED By:  Date: \_\_\_\_\_

Print Name: David Abeyta

Title: Cardiovascular Business Leader

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*Execution Copy July \_\_, 2012*  
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