### 502064343 09/17/2012

#### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Paul Rothstein	08/29/2012
Paul A. laizzo	09/17/2012

#### **RECEIVING PARTY DATA**

Name:	Medtronic, Inc.	
Street Address:	710 Medtronic Parkway	
City:	Minneapolis	
State/Country:	MINNESOTA	
Postal Code:	55432	

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13614592

## **CORRESPONDENCE DATA**

**Fax Number**: 7075435420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Medtronic Vascular, Inc.
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Address Line 4: Santa Rosa, CALIFORNIA 95403

ATTORNEY DOCKET NUMBER: P38858.USU1

NAME OF SUBMITTER: William L. Haynes

Total Attachments: 3

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> PATENT REEL: 028968 FRAME: 0018

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# **ASSIGNMENT**

WHEREAS, we, **PAUL ROTHSTEIN** and **PAUL A. IAIZZO**, are the inventors of "**PERCUTANEOUS ATRIAL AND VENTRICULAR SEPTAL DEFECT CLOSURE DEVICE**", executed by the undersigned on the dates written below; and

WHEREAS, <u>MEDTRONIC, INC.</u> a corporation organized and existing under the laws of the <u>State of Minnesota</u> and having a principal place of business at <u>710 Medtronic Parkway</u>, <u>Minneapolis</u>, <u>Minnesota 55432</u>, hereinafter referred to as "Corporation," is desirous of acquiring the entire right, title and interest in and to said invention for the United States and for all foreign countries and in and to any and all foreign and domestic Letters Patent which may be granted therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we have sold, assigned, transferred and set over and by these presents do sell, assign, transfer and set over unto ASSIGNEE, its successors and assigns, the entire right, title and interest in and to said invention and the entire right, title and interest in and to any and all Letters Patent of the United States and any foreign countries which may be granted therefor including our rights under the International Convention for the Protection of Industrial Property, and in and to any and all extensions, divisions, continuations, continuations-in-part or reissues of said Letters Patent that may be granted, the same to be held and enjoyed by ASSIGNEE for its own use and behoof and use and behoof of its successors and assigns to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made;

AND, for the consideration aforesaid, we materially represent to ASSIGNEE, its successors and assigns, that at the time of the execution and delivery of these presents, we are the sole lawful owners of the entire right, title and interest in and to the invention, application and Letters Patent above mentioned, and that the same are unencumbered, and that we have good right and lawful authority to sell and convey the same in the manner herein set forth:

AND, for the consideration aforesaid, we hereby individually covenant and agree to and with ASSIGNEE, its successors and assigns, that whenever its counsel or the counsel of its successors or assigns, learned in the law, shall advise that an amendment or division of, or continuation or any continuation-in-part thereof, or any other proceeding in connection with the filing or prosecution of said domestic or foreign patent applications, including interference proceedings, is lawful and desirable, or that a reissue of extension of said Letters Patent is lawful and desirable, we, or our executors, administrators or assigns will sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue or extension of the same, without charge to ASSIGNEE, its successors or assigns, but at ASSIGNEE'S expense.

We hereby request the Honorable Commissioner of Patents and Trademarks to issue the Letters Patent to Corporation in accordance with this instrument.

PATENT REEL: 028968 FRAME: 0019 IN WITNESS WHEREOF, I have hereunto set my hand on this <u>29</u> day of <u>AUG</u>, 2012.

PAUL ROTHSTEIN

County of Panel Defore me, Who Survey Public, personally appeared PAUL ROTHSTEIN, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MADONNA M. SCHROEDER Notary Public Minnesota My Commission Expires Jan 31, 2015.

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State of Mulity  County of Mary			
On Separate 17, 3012 before me, Maria State Notary Public,			
personally appeared <b>PAUL A. IAIZZO</b> , who proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument			
and acknowledged to me that he/she/they executed the same in his/her/their authorized			
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or			
I certify under PENALTY OF PERJURY under the laws of the State of			
that the foregoing paragraph is true and correct.			
WITNESS my hand and official seal.  MADONNA M. SCHROEDER Notary Public-Minnesota			
Signature(Seal)			

**RECORDED: 09/17/2012** 

IN WITNESS WHEREOF, I have hereunto set my hand on this 17 day of 5012.

PATENT REEL: 028968 FRAME: 0021