

(Worldwide Rights)

ASSIGNMENT NUNC PRO TUNC

WHEREAS, JAMES I. FANN of 65 Prado Court, Portola Valley, California 94028 [hereinafter referred to as Assignor] is a contributing inventor to the Inventions disclosed in the patent applications listed in Schedule A hereto [hereinafter referred to as the Applications];

AND WHEREAS, MITRALSOLUTIONS, INC., a Delaware corporation with its principal place of business at 1700 East Las Olas Boulevard, Suite 203, Ft. Lauderdale, Florida 33301, [hereinafter referred to as Assignee], previously acquired and secured the entire right, title and interest in and to the Inventions in all countries throughout the world, and in and to all the Applications and the Letters Patent to be issued upon the Applications;

AND WHEREAS, Assignor desires to confirm the sale, assignment and/or transfer of all rights, title and interest in and to the Inventions and the Applications to Assignee.

NOW, THEREFORE, be it known that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, transferred and/or set over, NUNC PRO TUNC as of the respective filing dates listed for each of the Applications in Schedule A hereto, and does hereby sell, assign, transfer and/or set over unto the Assignee, its lawful successors and assigns, Assignor's entire right, title and interest in and to the Inventions and the Applications, including: (a) all nonprovisionals, divisions, substitutions, continuations, continuations-in-part, reissues, reexaminations, international applications, foreign counterparts, renewals, and extensions of the Applications; (b) all Letters Patent, both foreign and domestic, which may be granted on any of the Applications or any nonprovisionals, divisions, substitutions, continuations, continuations-in-part, reissues, reexaminations, international applications, foreign counterparts, renewals, or extensions thereof; (c) all rights to claim priority on the basis of any of the Applications; (d) all applications for Letters Patent which may hereafter be filed for the Inventions in any foreign country and all Letters Patent which may be granted on the Inventions in any foreign country, and all extensions, renewals, and reissues thereof; and (e) all claims, causes of action, and other rights, including the right to sue for past damages;

AND, Assignor HEREBY authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for the Inventions to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, Assignor HEREBY covenants that Assignor had 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 Assignment;

AND, Assignor HEREBY further covenants and agrees that Assignor will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignor respecting the Inventions, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Inventions in said Assignee, its successors or assigns, execute all nonprovisionals, divisions, substitutions, continuations, continuations-in-part, reissues, reexaminations, international applications, foreign counterparts, renewals, and extensions of the Applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for the Inventions in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by Assignee, its successors and assigns;

AND, Assignor HEREBY agrees that this Assignment will be effective NUNC PRO TUNC as of the respective filing dates listed for each of the Applications in Schedule A hereto.

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IN WITNESS WHEREOF, the parties hereto execute or have caused to be executed by their respective duly authorized representatives.

ASSIGNOR:

Signature



James I. FANN, Inventor

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Schedule A

Application Number	Filing Date	Title
U.S. Prov. App. No. 60/878,068	January 3, 2007	Implantable Devices for Controlling the Size and Shape of an Anatomical Structure or Lumen
PCT App. No. PCT/US08/00014	January 3, 2008	Implantable Devices for Controlling the Size and Shape of an Anatomical Structure or Lumen
U.S. App. No. 12/522,089	July 2, 2009	Implantable Devices for Controlling the Size and Shape of an Anatomical Structure or Lumen
U.S. Prov. App. No. 61/106,790	October 20, 2008	Method of Post-Operative Adjustment for Mitral Valve Implant
PCT App. No. PCT/US09/61285	October 20, 2009	Method of Post-Operative Adjustment for Mitral Valve Implant