

# RECORDATION FORM COVER SHEET PATENTS ONLY

Atty Ref/Docket No.: 3195.064US1

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

St. Jude Medical, Inc.

Additional name(s) of conveying party(ies) attached?

[ ] Yes [X] No

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

Name: Vascular Solutions, Inc.

Street Address: 6464 Sycamore Court

City: Minneapolis State: MN Zip: 55369Country: United States of America

3. Nature of conveyance:

Additional name(s) &amp; address(es) attached? [ ] Yes [X] No

[X] Assignment [ ] Merger

[ ] Security Agreement [ ] Change of Name

[ ] Other

Execution Date: August 16, 2012

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Serial No. 10/653,879, filed September 2, 2003

Additional numbers attached? [ ] Yes [X] No

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

Name: Gregory W. Smock

Address:

Schwegman, Lundberg &amp; Woessner, P.A.

P.O. Box 2938

Minneapolis, MN 55402--0938

6. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41): \$ 40.00

[ ] Enclosed

[X] Authorized to be charged to deposit account  
19-0743

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Gregory W. Smock/Reg. No. 60,208

Name of Person Signing



Signature

October 4, 2012

Date

Total number of pages including cover sheet: 6

Mail documents to be recorded with required cover sheet information to:

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PATENT

REEL: 029276 FRAME: 0316

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## ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

**THIS ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS** ("Patent Assignment"), effective as of August 16, 2012 (the "Effective Date"), is made and entered into by and between **St. Jude Medical, Cardiology Division, Inc.**, a Delaware corporation having a business address of 177 East County Road B, St. Paul, Minnesota 55117, USA ("Seller"), and **Vascular Solutions, Inc.**, a Minnesota corporation having a business address of 6464 Sycamore Court, Minneapolis, Minnesota 55369, USA ("Buyer").

### RECITALS:

A. Buyer and Seller are parties to that certain Asset Purchase Agreement, dated as of August 16, 2012 (the "Sale Agreement").

B. Pursuant to the Sale Agreement, Seller has agreed to execute and deliver this Patent Assignment.

C. Seller is the owner of the right, title and interest in and to certain patents (the "Patents") and certain patent applications (the "Patent Applications"), each as specified in Schedule 1 attached hereto.

D. Seller is willing to assign to Buyer its respective rights in such Patents and Patent Applications, and Buyer desires to obtain ownership of the Patents and Patent Applications in accordance with the terms and conditions set forth in this Patent Assignment and the Sale Agreement.

### AGREEMENT:

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, the sufficiency of which is acknowledged, Buyer and Seller, intending to be legally bound, hereby agree as follows:

1. Assignment. Seller does hereby irrevocably grant, sell, convey, transfer, assign, deliver and relinquish exclusively to Buyer, in perpetuity, all of its respective worldwide right, title, and interest in and to all of the Patents and Patent Applications, together with (i) the right to sue for and obtain remedies against past infringement; (ii) rights of priority and protection of interest in such Patents and Patent Applications; and (iii) the right to file and obtain any continuations, continuations-in-part, reissues, patent term extensions, divisionals and reexaminations of the Patents and Patent Applications, as applicable.

2. Recordation. In order to record this Patent Assignment with the United States Patent and Trademark Office (the "PTO"), the parties hereto shall execute this Patent Assignment and Buyer may execute the Recordation Cover Sheet required by the PTO in order to record the assignment effected hereby. Thereafter, Buyer may record the executed Recordation Cover Sheet with the PTO, together with this Patent Assignment and Schedule 1 hereto.

3. Power of Attorney. Seller does hereby make, constitute and appoint Buyer (and any officer or agent of Buyer as Buyer may select in its exclusive discretion) as Seller's true and lawful attorney-in-fact, with the power to endorse Seller's name on all applications, documents, papers and instruments necessary to implement and effect fully the intentions, purposes and provisions of this Patent Assignment, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment in the PTO; provided, that Buyer shall only be entitled to exercise its rights under this power of attorney with respect to any of the foregoing actions to the extent that Seller has failed to take such action at the request of Buyer and following ten (10) days prior written notice to Seller of the exercise of such rights. This power of attorney shall be irrevocable.

4. "AS IS" and "WHERE IS". EXCEPT AS PROVIDED IN THE SALE AGREEMENT, THE PATENT AND PATENT APPLICATIONS ARE ASSIGNED (I) WITHOUT ANY REPRESENTATIONS OR WARRANTIES OR GUARANTY OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CONCERNING TITLE, QUALITY, QUANTITY, DURABILITY, CONDITION, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, FREEDOM TO OPERATE, DEPENDENT TECHNOLOGY, NON-INFRINGEMENT, VALIDITY OR ANY OTHER ASPECT OF THE SAME AND (II) "AS IS" AND "WHERE IS" WITHOUT REPRESENTATION OR WARRANTY AND ALL WARRANTIES EXPRESS, IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Governing Law. This Patent Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota and any suit or action hereunder shall be brought in said jurisdiction.

6. Successors and Assigns. This Patent Assignment shall bind Seller and its successors and assigns and inure to the benefit of Buyer and its successors and assigns.

7. Counterparts. This Patent Assignment may be executed in one or two counterparts, including by facsimile, each of which will be deemed an original but both of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

This Patent Assignment is executed and delivered effective as of the Effective Date.

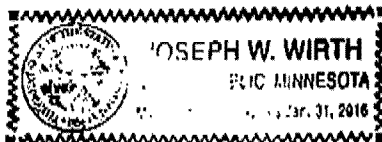
**SELLER:**

**St. Jude Medical, Cardiology Division, Inc.**

By: John C. Heinmiller  
 Name: VICE PRESIDENT, JOHN HEINMILLER  
 Title: VICE PRESIDENT

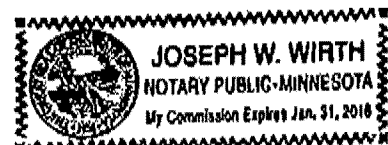
COUNTY OF Ramsey )  
 )ss.  
 STATE OF MINNESOTA )

On this 16<sup>th</sup> day of August 2012, before me the undersigned, a Notary Public in and for said state, personally appeared John C. Heinmiller, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as an authorized officer of St. Jude Medical, Cardiology Division, Inc., and executed the within instrument on behalf of such company.



Joseph W. Wirth  
 Notary Public

**BUYER:**



**Vascular Solutions, Inc.**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**This Patent Assignment is executed and delivered effective as of the Effective Date.**

**SELLER:**

**St. Jude Medical, Cardiology Division, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COUNTY OF \_\_\_\_\_ )  
 ) ss.  
STATE OF MINNESOTA )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2012, before me the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as an authorized officer of St. Jude Medical, Cardiology Division, Inc., and executed the within instrument on behalf of such company.

**Notary Public**

**BUYER:**

**Vascular Solutions, Inc.**

By: Howard East  
Name: Howard East  
Title: CEO

**SCHEDULE 1**

**Patents and Patent Applications**

**Issued Patents**

***U.S.***

U.S. Patent No. 7,763,012 – issued 7/27/10

***Foreign***

Japanese Patent No. JP 4546250 – granted 7/9/10

Japanese Patent No. JP 4680907 – granted 2/10/11

**Patent Applications**

***U.S.***

U.S. Patent Application No. 12/207,391 – pending/published (Publication No. US-2009-0005755)

***Foreign***

European Patent Application No. EP 03783618.6 – pending/published  
(Publication No. 1562666)

International Patent Application No. PCT/US03/036783 – nationalized

European Patent Application No. EP 04781984.2 – withdrawn

European Patent Application No. EP 07023966.0 – withdrawn

International Patent Application No. PCT/US04/027405 – nationalized