

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | |
|---|----------------------|---------------|-----------------|---------------------|---------------------|------------|-------------|----------------|---------|--------------|-------|
| NATURE OF CONVEYANCE: | ASSIGNMENT | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Martin Strueber</td> <td>10/10/2012</td> </tr> <tr> <td>Lisa Enszt</td> <td>10/22/2012</td> </tr> </tbody> </table> | | Name | Execution Date | Martin Strueber | 10/10/2012 | Lisa Enszt | 10/22/2012 | | | | |
| Name | Execution Date | | | | | | | | | | |
| Martin Strueber | 10/10/2012 | | | | | | | | | | |
| Lisa Enszt | 10/22/2012 | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | |
| <table border="1"> <tr> <td>Name:</td> <td>HeartWare, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>14000 NW 57th Court</td> </tr> <tr> <td>City:</td> <td>Miami Lakes</td> </tr> <tr> <td>State/Country:</td> <td>FLORIDA</td> </tr> <tr> <td>Postal Code:</td> <td>33014</td> </tr> </table> | | Name: | HeartWare, Inc. | Street Address: | 14000 NW 57th Court | City: | Miami Lakes | State/Country: | FLORIDA | Postal Code: | 33014 |
| Name: | HeartWare, Inc. | | | | | | | | | | |
| Street Address: | 14000 NW 57th Court | | | | | | | | | | |
| City: | Miami Lakes | | | | | | | | | | |
| State/Country: | FLORIDA | | | | | | | | | | |
| Postal Code: | 33014 | | | | | | | | | | |
| PROPERTY NUMBERS Total: 1 | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13469925</td> </tr> </tbody> </table> | | Property Type | Number | Application Number: | 13469925 | | | | | | |
| Property Type | Number | | | | | | | | | | |
| Application Number: | 13469925 | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | |
| <p>Fax Number: 2123910525 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 212-278-0400 Email: jwhite@cooperdunham.com Correspondent Name: Cooper & Dunham LLP Address Line 1: 30 Rockefeller Plaza Address Line 4: New York, NEW YORK 10112</p> | | | | | | | | | | | |
| ATTORNEY DOCKET NUMBER: | 1216/82915-A/JPW/AHC | | | | | | | | | | |
| NAME OF SUBMITTER: | Cindy Shu | | | | | | | | | | |
| <p>Total Attachments: 2 source=121121_1216_82915-A_Assignment_CSS_Page_1#page1.tif source=121121_1216_82915-A_Assignment_CSS_Page_2#page1.tif</p> | | | | | | | | | | | |

CH \$40.00 13469925

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,

Martin Strueber, residing at Medizinische Hochschule Hannover, Carl Neuberg Str. 1, Hannover 30625 Germany; and Lisa Ensz, residing at 34 Commonwealth Avenue, Unit 4, Boston, Massachusetts 02116.

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 10/10/2012; and 10/22/2012 and is entitled

INTRAVASCULAR BLOOD PUMP AND METHOD OF IMPLANTATION

(U.S. SERIAL NO. 13/469,925, FILED MAY 11, 2012, CLAIMING BENEFIT OF U.S. PROVISIONAL APPLICATION NO. 61/485,856, FILED May 13, 2011)

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;

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: Oct. 10, 2012
 Witness: [Signature] (signature)
MICHAEL STERNBERG (printed name)
14006 NW 57th Ct (address)
Miami Lakes FL 33014

[Signature] (LSI)
 Martin Strueber

Date: October 22, 2012
 Witness: [Signature] (signature)
MAGALI MARTINEZ (printed name)
14006 NW 57th Ct. (address)
Miami Lakes, FL 33014

[Signature] (LSI)
 Lisa Ensiz