

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME
CONVEYING PARTY DATA	
Name	Execution Date
Cardiothoracic Systems, Inc.	01/03/2008
RECEIVING PARTY DATA	
Name:	Cardiothoracic Systems, LLC
Street Address:	170 Baytech Drive
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95134
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13070353
CORRESPONDENCE DATA	
Fax Number:	4087363564
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	408-736-3554
Email:	alan@acannonlaw.com
Correspondent Name:	Law Office of Alan W. Cannon
Address Line 1:	1999 South Bascom Ave., Suite 700
Address Line 4:	Campbell, CALIFORNIA 95008
ATTORNEY DOCKET NUMBER:	GUID-003CON8
NAME OF SUBMITTER:	Alan W. Cannon
<p>Total Attachments: 15          source=20130109 Name change CTS Inc to CTS LLC#page1.tif          source=20130109 Name change CTS Inc to CTS LLC#page2.tif          source=20130109 Name change CTS Inc to CTS LLC#page3.tif          source=20130109 Name change CTS Inc to CTS LLC#page4.tif          source=20130109 Name change CTS Inc to CTS LLC#page5.tif</p>	

OP \$40.00 13070353

source=20130109 Name change CTS Inc to CTS LLC#page6.tif  
source=20130109 Name change CTS Inc to CTS LLC#page7.tif  
source=20130109 Name change CTS Inc to CTS LLC#page8.tif  
source=20130109 Name change CTS Inc to CTS LLC#page9.tif  
source=20130109 Name change CTS Inc to CTS LLC#page10.tif  
source=20130109 Name change CTS Inc to CTS LLC#page11.tif  
source=20130109 Name change CTS Inc to CTS LLC#page12.tif  
source=20130109 Name change CTS Inc to CTS LLC#page13.tif  
source=20130109 Name change CTS Inc to CTS LLC#page14.tif  
source=20130109 Name change CTS Inc to CTS LLC#page15.tif

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "CARDIOTHORACIC SYSTEMS, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "CARDIOTHORACIC SYSTEMS, INC." TO "CARDIOTHORACIC SYSTEMS, LLC", FILED IN THIS OFFICE ON THE THIRD DAY OF JANUARY, A.D. 2008, AT 2:08 O'CLOCK P.M.

2594325 8100V

080007331

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6283229

DATE: 01-03-08

PATENT

REEL: 029598 FRAME: 0348

State of Delaware

**CERTIFICATE OF CONVERSION  
FROM CORPORATION TO LIMITED LIABILITY COMPANY  
of  
CARDIOTHORACIC SYSTEMS, INC.**

CardioThoracic Systems, Inc., a Delaware corporation, hereby certifies as follows:

1. The name of the converting corporation is CardioThoracic Systems, Inc., (the "Corporation"), which was originally incorporated on February 20, 1996 under the name CardioThoracic Systems, Inc.

2. The name of the Corporation immediately prior to the filing of this Certificate of Conversion is CardioThoracic Systems, Inc.

3. The name of the limited liability company into which the Corporation shall be converted is CardioThoracic Systems, LLC, as set forth in the Certificate of Formation of CardioThoracic Systems, LLC, which is being filed concurrently herewith in accordance with the Delaware Limited Liability Company Act, as amended.

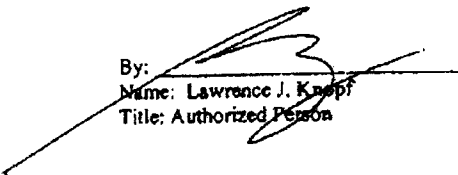
4. The conversion of the Corporation to CardioThoracic Systems, LLC (the "Conversion") has been approved by the Board of Directors and the Sole Stockholder of the Corporation in accordance with the provisions of Section 266 of the Delaware General Corporation Law.

5. It is intended that the Conversion effect a complete liquidation of CardioThoracic Systems, Inc., within the meaning of Section 332 of the Internal Revenue Code of 1986, as amended, and corresponding provisions of applicable state tax laws (and any successor provisions).

6. The Conversion shall be effective upon filing with the Delaware Secretary of State.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion as of this 3<sup>rd</sup> day of January, 2008.

CARDIOTHORACIC SYSTEMS, LLC

By:   
Name: Lawrence J. Knapp  
Title: Authorized Person

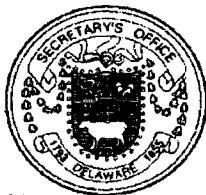
A7231940E3

# Delaware

PAGE 2

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "CARDIOTHORACIC SYSTEMS, LLC" FILED IN THIS OFFICE ON THE THIRD DAY OF JANUARY, A.D. 2008, AT 2:08 O'CLOCK P.M.



2594325 8100V

080007331

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6283229

DATE: 01-03-08

PATENT

REEL: 029598 FRAME: 0350

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 02:08 PM 01/03/2008  
FILED 02:08 PM 01/03/2008  
SRV 080007331 - 2594325 FILE

**CERTIFICATE OF FORMATION**  
**OF**  
**CARDIOTHORACIC SYSTEMS, LLC**

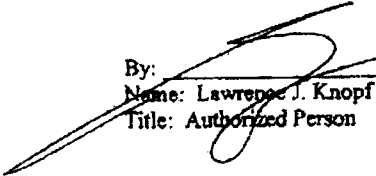
This Certificate of Formation of CardioThoracic Systems, LLC (the "LLC"), dated as of January 3<sup>rd</sup>, 2008 is being duly executed and filed by Lawrence J. Knopf, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. §18-101, et seq.).

**FIRST:** The name of the limited liability company is:

CardioThoracic Systems, LLC

**SECOND:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, in the County of New Castle. The name of its registered agent at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of CardioThoracic Systems, LLC this 3<sup>rd</sup> day of January 2008.

By:   
Name: Lawrence J. Knopf  
Title: Authorized Person

A72318619 2

## LIMITED LIABILITY COMPANY AGREEMENT

OF

### CARDIOTHORACIC SYSTEMS, LLC

This Limited Liability Company Agreement (this "Agreement") of CardioThoracic Systems, LLC is entered into by Guidant Corporation ("Guidant Corporation") as of January 3, 2008.

**WHEREAS**, CardioThoracic Systems, Inc. ("CTS, Inc.") is a corporation organized under the laws of the State of Delaware and is a wholly-owned subsidiary of Guidant Corporation;

**WHEREAS**, Guidant Corporation is a corporation organized under the laws of the State of Indiana and is a subsidiary of Boston Scientific Corporation;

**WHEREAS**, Boston Scientific Corporation, a Delaware corporation ("Parent"), entered into that certain Purchase Agreement, dated as of November 5, 2007, by and among Getinge AG, a Swedish Aktiebolag ("Buyer"), and each of the Sellers defined therein (the "Purchase Agreement"), pursuant to which Parent is selling Parent's cardiac surgery business and vascular surgery business (collectively, the "Businesses"); and

**WHEREAS**, pursuant to Section 5.09(b) of the Purchase Agreement, Guidant Corporation wishes to convert CTS, Inc. into a limited liability company pursuant to the Delaware Limited Liability Company Act (6 Del. C. §18-101, et seq.), as amended from time to time (the "Delaware Act"), by filing a Certificate of Conversion of CTS Inc. and a Certificate of Formation of CardioThoracic Systems, LLC with the office of the Secretary of State of the State of Delaware and entering into this Agreement (the "Conversion").

**NOW, THEREFORE**, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member (as defined below) hereby wishes to set out fully its rights, obligations and duties with respect to the Company as follows:

1. **Name.** The name of the limited liability company formed hereby is CardioThoracic Systems, LLC (the "Company").
2. **Purpose.** The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, (a) any lawful act or activity for which limited liability companies may be organized under the Delaware Act, and (b) engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing.
3. **Powers.** In furtherance of its purposes set forth in Section 2, the Company shall have the power and is hereby authorized to:

a. conduct its business, carry on its operations and have and exercise the powers granted to a limited liability company by the Delaware Act in any state, territory, district or possession of the United States, and in any foreign country that may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

b. acquire by purchase, lease, contribution of property or otherwise, own, hold, operate, maintain, finance, improve, develop, license, use, sublicense, sell, convey, mortgage, transfer, demolish or dispose of any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

c. enter into, perform and carry out contracts of any kind, including, without limitation, contracts with the Member or any Affiliate thereof, any officer of the Company or any agent of the Company necessary to, in connection with, convenient to or incidental to, the accomplishment of the purposes of the Company;

d. purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in or obligations of domestic or foreign companies, associates, general or limited partnerships (including, without limitation, the power to be admitted as a partner thereof and to exercise the rights and perform the duties created thereby), trusts, limited liability companies (including, without limitation, the power to be admitted as a member or appointed as a manager thereof and to exercise the rights and perform the duties created thereby), or individuals or direct or indirect obligations of the United States or of any foreign government, state, territory, governmental district or municipality or of any instrumentality of any of them;

e. borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Company, and secure the same by mortgage, pledge or other lien on the asset of the Company;

f. lend money for any proper purpose, to invest and reinvest its funds, and to take and hold real and personal property for the payment of funds so loaned or invested;

g. sue and be sued, complain and defend and participate in administrative or other proceedings, in its name;

h. enter into, perform and carry out contracts of any kind, including, without limitation, contracts with any person or entity affiliate with the Member, necessary to, in connection with, convenient to, or incidental to the accomplishment of the purposes of the Company;

i. employ, appoint or otherwise engage employees, managers, contractors, advisors, attorneys, consultants and agents and pay reasonable compensation for such services;



j. enter into partnerships, limited liability companies, trusts, associations, corporations or other ventures with other persons or entities in furtherance of the purposes of the Company; and

k. do such other things and engage in such other activities related to the foregoing as may be necessary, convenient or incidental to the conduct of the business of the Company, and have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

4. Principal Business Office. The principal business office of the Company shall be located at 170 Baytech Drive San Jose, California 95134.

5. Registered Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, in the County of New Castle.

6. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company.

7. Member. The name and the mailing address of the Member is set forth on Schedule A attached hereto.

8. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

9. Contributions. The Member is not required to make any additional capital contribution to the Company. However, the Member may make additional capital contributions to the Company.

10. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

11. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to the Member on account of its interest in the Company if such distribution would violate Section 18-607 of the Act or other applicable law.

12. Management. In accordance with Section 18-402 of the Act, management of the Company shall be vested in the Member. The Member shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability

company under the laws of the State of Delaware. The Member has the authority to bind the Company.

13. Officers. The Member may, from time to time as he deems advisable, appoint officers of the Company (the "Officers") and assign in writing titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. Following the Conversion, until such time as the Member appoints a successor, the officers of CTS Inc. shall serve as the officers of the Company with the same titles as held at CTS Inc. Unless the Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section 15 may be revoked at any time by the Member.

14. Other Business. The Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

15. Exculpation and Indemnification. No Member or Officer shall be liable to the Company, or any other person or entity who has an interest in the Company, for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement, except that a Member or Officer shall be liable for any such loss, damage or claim incurred by reason of such Member's or Officer's willful misconduct or gross negligence. To the fullest extent permitted by applicable law, a Member or Officer shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Member or Officer by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement, except that no Member or Officer shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Member or Officer by reason of willful misconduct or gross negligence with respect to such acts or omissions; provided, however, that any indemnity under this Section 17 shall be provided out of and to the extent of Company assets only, and no Member shall have personal liability on account thereof.

16. Dissolution.

a. The Company shall have no specific date of dissolution.

b. The bankruptcy of the Member will not cause the Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

c. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

17. Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement.

19. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

20. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

21. Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement, executed and delivered by the Member.

22. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon, and none of the provisions of this Agreement shall be enforceable by, any person or entity apart from the Member and his respective successors and permitted assigns.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first written above. Pursuant to Section 18-201(d) of the Act, this Agreement shall be effective as of such date.

GUIDANT CORPORATION

By: 

Name: Lawrence J. Knopf

Title: Vice President, Legal and Secretary

A/ 72320635

Schedule A

MEMBER

<u>Name</u>	<u>Mailing Address</u>	<u>Percentage Interest</u>
Guidant Corporation	c/o Boston Scientific Corporation One Boston Scientific Place Natick, Massachusetts 01760 Attn: General Counsel Fax: 508-650-8960	100%

A/72320635.2

**FIRST AMENDMENT TO  
LIMITED LIABILITY COMPANY AGREEMENT**

**OF**

**CARDIOTHORACIC SYSTEMS, LLC**

This First Amendment to the Limited Liability Company Agreement of CardioThoracic Systems, LLC, a Delaware limited liability company (the "Company"), dated as of January 4, 2008 (this "Amendment") is entered into by Guidant Corporation (the "Member") as of January 4, 2008.

**WHEREAS**, the Company was formed pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. §18-101, et seq.) as amended from time to time (the "Delaware Act"), pursuant to (a) a Certificate of Conversion from Corporation to Limited Liability Company filed with the office of the Secretary of State of the State of Delaware on January 3, 2008; (b) a Certificate of Formation of the Company filed with the office of the Secretary of State of the State of Delaware on January 3, 2008; and (c) a Limited Liability Agreement, entered into as of January 3, 2008 (the "Existing Agreement");

**WHEREAS**, pursuant to that certain Purchase Agreement, dated as of November 5, 2007 by and among Boston Scientific Corporation, a Delaware corporation ("Parent"), Getinge AG, a Swedish Aktiebolag ("Buyer"), and each of the Sellers defined therein (the "Purchase Agreement"), Parent is selling Parent's cardiac surgery business and vascular surgery business (collectively, the "Businesses");

**WHEREAS**, pursuant to the Purchase Agreement, Parent and the Sellers wish to sell, or cause to be sold to Buyer, and Buyer wishes to purchase from Parent and the Sellers, CardioThoracic Systems, LLC;

**WHEREAS**, Guidant Corporation, the sole Member of CardioThoracic Systems, LLC, wishes to amend the Existing Agreement, effective as of and contingent upon the Closing (as defined in the Purchase Agreement), to name MAQUET Cardiovascular LLC as sole member in order effectuate the transfer to Buyer; and

**WHEREAS**, this Amendment is being made pursuant to Section 21 of the Existing Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees as follows:

1. The Existing Agreement is hereby amended, effective as of and contingent upon the Closing (as defined in the Purchase Agreement), to name MAQUET Cardiovascular LLC as the sole Member of CardioThoracic Systems, LLC.

AV72354349.2

2. Schedule A to the Existing Agreement is hereby amended to reflect MAQUET Cardiovascular LLC as the sole Member of CardioThoracic Systems, LLC.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this First Amendment as of the date first above written.

GUIDANT CORPORATION

By: 

Name: Lawrence J. Knopf

Title: Vice President, Legal and Secretary

A/ 72354349



Schedule A

MEMBER

<u>Name</u>	<u>Mailing Address</u>	<u>Percentage Interest</u>
MAQUET Cardiovascular LLC	170 Baytech Drive San Jose, CA 95134	100%

A/72354349.2

**PATENT**