

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2805192

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CHRISTOPHE STANLEY LETAC	12/11/2003
CELINE SYLVIANNE LETAC	12/11/2003
RECEIVING PARTY DATA	
Name:	EDWARDS LIFESCIENCES LLC
Street Address:	ONE EDWARDS WAY
Internal Address:	LEGAL DEPARTMENT
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92614
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14089332
CORRESPONDENCE DATA	
Fax Number:	(949)250-6850
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
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Email:	sally_barrington@edwards.com
Correspondent Name:	EDWARDS LIFESCIENCES CORPORATION
Address Line 1:	ONE EDWARDS WAY
Address Line 2:	LEGAL DEPARTMENT
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	THVVA-5791C9
NAME OF SUBMITTER:	PUI TONG HO
SIGNATURE:	/Pui Tong Ho, Reg. No. 44,155/
DATE SIGNED:	04/08/2014
Total Attachments: 3	
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PATENT ASSIGNMENT AND ROYALTY AGREEMENT

THIS AGREEMENT is dated December 11, 2003 (the "Effective Date") by and between Edwards Lifesciences LLC, a Delaware corporation having an address at One Edwards Way, Irvine, California, 92614 ("Edwards"), and the Estate of Professor Brice Letac, acting through its legal representatives and Brice Letac's heirs, Christophe Stanley Letac, an individual having an address at 38 cours Aristide Briand, 69300 Caluire et Cuire, France, and Céline Sylvianne Letac-Fischer, an individual having an address at 14bis rue de la Poste, 67570 Dardilly, France (hereinafter collectively referred to as "Assignor").

WITNESSETH:

WHEREAS, Assignor desires to assign to Edwards all of Assignor's rights, title and interest in and to inventions, patent applications, and patents relating to a "Valve Prosthesis for Implantation in Body Channels" and "Prosthetic Heart Valves Implantable by Catheter Insertion or Surgically";

WHEREAS, Edwards desires to acquire from Assignor all of Assignor's rights, title and interest in and to such inventions, patent applications and patents.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties do hereby agree as follows:

ARTICLE I. DEFINITIONS

As used above and throughout this Agreement, the definitions of the following terms have the meanings set forth below:

- 1.1 "Agreement" shall mean this Patent Assignment and Royalty Agreement.
- 1.2 "Affiliate" shall mean any person or entity controlling, controlled by or under common control with Edwards.
- 1.3 "Effective Date" shall mean the date set forth in the first paragraph of this Agreement;
- 1.4 "First Commercial Sale" shall mean the first arms length sale to a third party of a Product under the approval of appropriate governmental agencies for distribution and sale of such Product.
- 1.5 "Net Sales Price" shall mean the price charged by Edwards to an unrelated third party for a Product, provided, however, that if a Product is sold to an Affiliate, the Net Sales Price shall be the price charged by Edwards to the Affiliate. Such Net Sales Price shall be the gross billing price (net invoice price) less sales, use, occupation, and excise

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taxes, transportation, returns, and allowances in lieu of returns, which Edwards or its licensees charges to its customers.

1.6 "Assigned Patents" shall mean (a) European Application No. 96402929 entitled Valve Prosthesis for Implantation in Body Channels, PCT Application No. PCT/EP97/07337, U.S. Application No. 09/345,824, U.S. Application No. 09/795,802, U.S. Application No. 09/795,802, U.S. Application No. 10/139,741, U.S. Application No. 10/202,458, (b) French Patent Application entitled Prosthetic Heart Valve Implantable by Catheter Insertion or Surgically, filed January 12, 1999 (PCT Application No. PCT/FR00/00051, abandoned) and (c) any continuations, divisionals, continuations-in-part, reexaminations, or reissues thereof, any application claiming priority thereon, and (d) any patents issuing from the applications listed in (a), (b) and (c).

1.7 "Product(s)" shall mean any and all products that are covered by one or more claims of an issued, valid and enforceable Assigned Patent naming Brice Letac as an inventor and that is owned in whole or in part by Assignor.

ARTICLE II. ASSIGNMENT

Assignor hereby assigns to Edwards its entire right, title and interest in and to the Assigned Patents, including the right to sue and recover damages, on a *nunc pro tunc* basis, for all past and future infringement thereof.

ARTICLE III. CONSIDERATION

3.1 In consideration of Assignor's obligations cited herein and the assignment in Article II, Edwards hereby agrees to pay to Assignor a lump sum payment of twenty thousand U.S. dollars (\$20,000.00) within thirty (30) days of the Effective Date of this Agreement.

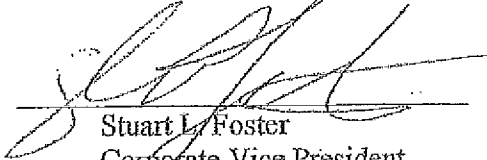
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IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers and representatives on the respective dates shown below, but effective as of the Effective Date.

Edwards:
Edwards LIFESCIENCES LLC

Date: February 9, 2004

By:

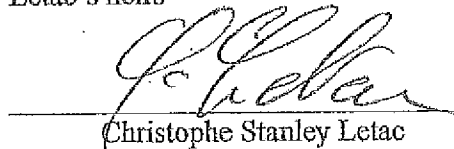


Stuart L. Foster
Corporate Vice President
Technology & Discovery

Assignor:
Estate of Brice Letac,
by Christophe Stanley Letac and Céline Sylvianne
Letac-Fischer, its legal representatives and Brice
Letac's heirs

Date: 11 Dec 2003

By:



Christophe Stanley Letac

Date: 11 dec 2003

By:



Céline Sylvianne Letac