#### 504649087 11/17/2017

## PATENT ASSIGNMENT COVER SHEET

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**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: ASSIGNMENT** 

#### **CONVEYING PARTY DATA**

Name	Execution Date
ALEXANDER KHAIRKHAHAN	04/27/2017
SERJAN D. NIKOLIC	05/09/2017
HUGH R. SHARKEY	04/27/2017

#### **RECEIVING PARTY DATA**

Name:	CARDIOKINETIX, INC.
Street Address:	1360 O'BRIEN DRIVE
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15452435

#### CORRESPONDENCE DATA

Fax Number: (949)250-6850

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 949-250-2500

Marianne\_gaither@edwards.com Email: **Correspondent Name: EDWARDS LIFESCIENCES** 

Address Line 1: ONE EDWARDS WAY Address Line 2: LEGAL DEPARTMENT

Address Line 4: **IRVINE, CALIFORNIA 92614** 

ATTORNEY DOCKET NUMBER:	THVMC-9235US01
NAME OF SUBMITTER:	ANNEMARIE KAISER, REG. NO. 37,649
SIGNATURE:	/AnneMarie Kaiser/
DATE SIGNED:	11/17/2017

#### **Total Attachments: 4**

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**PATENT REEL: 044165 FRAME: 0086** 504649087

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PATENT REEL: 044165 FRAME: 0087 This Assignment of Patent Application is between:

**Alexander KHAIRKHAHAN** of Palo Alto, CA; **Serjan D. NIKOLIC** of San Francisco, CA; and **Hugh R. SHARKEY** of Redwood City, CA,

(hereinafter referred to as "Inventor") and

CardioKinetix, Inc., a corporation of the State of Delaware, having a place of business at 1360 O'Brien Drive, Menlo Park, CA 94025 (hereinafter referred to as "Assignee").

WHEREAS, Inventor has invented certain new and useful improvements in:

# "SYSTEM FOR IMPROVING CARDIAC FUNCTION BY SEALING A PARTITIONING MEMBANE WITHIN A VENTRICLE"

for which an application for a United States Patent was filed on March 7, 2017 and assigned Application No. 15/452,435.

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest of each inventor in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

- 1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention: (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
- 2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of the said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any

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#### ASSIGNMENT OF PATENT APPLICATION

SG Docket No. 10078-701.519

said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contest, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his heirs, legal representatives and assigns.
- 4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventor has executed and delivered this instrument to said Assignee:

April 27, 2017	Ahnt St Sh
Date	Alexander KHAIRKHAHAN
Date	Serjan D. NIKOLIC
Date	Hugh R. SHARKEY

# ASSIGNMENT OF PATENT APPLICATION

SG Docket No. 10078-701.519

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IN WITNESS WHEREOF, said Inventor has executed and delivered this instrument to said Assignee:

Date	Alexander KHAIRKHAHAN
5/9/17	for () Mlre
Date	Serjan D. NIKOLIC
, ,	
Date	Hugh R. SHARKEY

Page 2 of 2

#### ASSIGNMENT OF PATENT APPLICATION

SG Docket No. 10078-701.519

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Date	Alexander KHAIRKHAHAN
Date	Serjan D. NIKOLIC
27APR17	Jan Thank
Date	Hugh R. SHARKEY

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