

To the Hon
Plea

01-17-2003

nts and Trademarks:
it or copy thereof.

1-16-03



102336675

1. Name of Party(ies) conveying an interest:

MEDICAL CARBON RESEARCH INSTITUTE, L.L.C.
8200 Cameron Road, Suite A-196
Austin, Texas 78754-3823

Entity:
 Individual(s) Association

General Partnership Limited Partnership

Other: Delaware limited liability company

Other _____

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

yes no

3. Description of the interest conveyed:

Assignment Change of Name Other:

Security Agreement Merger

Execution date of the attached document November 5, 2002

ress of Party(ies) receiving an interest:

Name: VALVE SPECIAL PURPOSE CO., LLC
Street Address: 8200 Cameron Road, Suite A-196
City: Austin
State/Zip Code: Texas 78754-3823

Entity:
 Individual(s) Association

General Partnership Limited Partnership

Corporation

Other Delaware Limited liability company

Citizenship _____

If not domiciled in the United States, a domestic representative designation is attached:

yes no

(The attached document must not be an assignment)

Additional name(s) and addresses attached:

yes no

4. Application number(s) or registration number(s). Additional sheet attached? yes no

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

- 1,993,995
- 2,107,844
- 2,533,890
- 2,474,130
- 2,595,348

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

Name: Willem F. Gadiano, Esq.
FIRM: McDermott, Will & Emery
Address: 600 13th Street, N.W.
City/State/Zip: Washington, D.C. 20005-3096

6. Number of applications and registrations involved: 5

7. The \$_____ filing fee is enclosed.

8. Please charge the \$140.00 filing fee to Deposit Account No. 500417. (duplicate copy of this page attached)

9. Please charge any deficiencies in fees or credit any overpayment to Deposit Account No. 500417.

01/17/2003 6TOM11 00000162 500417 1993995
01 FC:8521 40.00 CH
02 FC:8522 100.00 CH
03 FC:8523 120.00 CH

DO NOT USE THIS SPACE

10. 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.

Willem F. Gadiano, Esq.
Name of Person Signing

[Signature]
Signature

January 16, 2003
Date

Total number of pages comprising coversheet: 1

MCRI TRADEMARK ASSIGNMENT AGREEMENT

This **MCRI TRADEMARK ASSIGNMENT AGREEMENT** (as amended, supplemented or otherwise modified from time to time, this "Agreement") is dated and entered into as of November 5, 2002, by and between Medical Carbon Research Institute, L.L.C., a Delaware limited liability company, with a place of business at 8200 Cameron Road, Suite A-196, Austin, Texas 78754-3823 ("MCRI"), and Valve Special Purpose Co., LLC, a Delaware limited liability company and wholly-owned subsidiary of MCRI, with a place of business at 8200 Cameron Road, Suite A-196, Austin, Texas 78754-3823 ("Valve SPC").

RECITALS:

WHEREAS, MCRI has adopted and owns the trademarks listed in Appendix A attached hereto (collectively, the "Assigned Marks").

WHEREAS, Valve SPC, the successor of MCRI's ongoing and existing business, or portion thereof, to which the Assigned Marks pertain, is desirous of acquiring the Assigned Marks together with the appurtenant good will.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Assignment. MCRI does hereby assign to Valve SPC all of MCRI's right, title and interest in and to the Assigned Marks, together with that portion of MCRI's business in connection with the goodwill of the business symbolized by the Assigned Marks, any renewal rights therein, and the exclusive right to enforce the Assigned Marks in the United States and throughout the world in the sole name of Valve SPC, its successors or assigns.

Section 2. Representation and Warranty by MCRI. MCRI hereby represents and warrants to Valve SPC that MCRI has the full right, title and interest to convey the entire interest herein assigned to Valve SPC, and that MCRI has not executed and will not execute any agreement in conflict herewith.

Section 3. Covenant by MCRI. MCRI agrees that it will, upon Valve SPC's reasonable request, execute and deliver all such instruments and other documents as may be necessary or desirable to perfect Valve SPC's full right, title and interest in and to the Assigned Marks and record such transaction in the registers of any trademark authority in the world.

Section 4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement.

Section 5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound thereby, have executed this Agreement by their duly respective authorized officers as of the date first above written.

MEDICAL CARBON RESEARCH INSTITUTE, L.L.C.

By: [Signature]
Name: Jack C. Bokros
Title: President and Chief Executive Officer

STATE OF Texas)
COUNTY OF Travis) ss.

On this 5th day of November, 2002 before me personally appeared Jack C. Bokros, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument and, who being by me duly sworn did depose and say that he acknowledged said instrument to be his free act and deed.

{seal}



Notary Public Myranda Lynn McDaniel

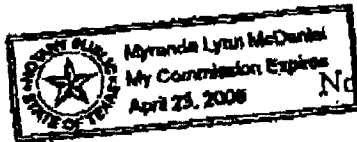
VALVE SPECIAL PURPOSE CO., L.L.C.

By: [Signature]
Name: William E. Coeper
Title: Chief Financial Officer

STATE OF Texas)
COUNTY OF Travis) ss.

On this 5th day of November, 2002 before me personally appeared Jack C. Bokros, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument and, who being by me duly sworn did depose and say that he acknowledged said instrument to be his free act and deed.

{seal}



Notary Public Myranda Lynn McDaniel

[Signature Page to MCRI Trademark Assignment Agreement]
(Exhibit J)

APPENDIX A

LICENSED MARKS

UNITED STATES TRADEMARKS

Trademark	Reg. No.	Registration Date	Goods/Classes
ON-X	1,993,995	8/13/96	(Class 1) (Pyrocarbon)
ON-X	2,107,844	10/21/97	(Class 10) (heart valves)
MCRI & Wave Design	2,533,890	1/29/02	(Class 10) (heart valves)
NATURAL BY DESIGN	2,474,130	7/31/01	(Class 10) (heart valves)
CONFORM-X	2,595,348	7/16/02	(Class 10) (heart valves)

FOREIGN TRADEMARKS

COUNTRY	TRADEMARK	REG. NO.	REG. DATE
Australia	ON-X	832,315	4/18/00
Taiwan	ON-X	933,190	3/1/01
South Korea	ON-X	505,981	11/8/01
China	ON-X	1,605,672	7/21/01
European Cmty.	ON-X	31,492	1/8/98
European Cmty.	MCRI and Design	279,406	1/27/99

COUNTRY	TRADEMARK	APPLN. NO.	FILING DATE
Japan	ON-X	2000-39908	4/14/00