

Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

**RECORDATION FORM COVERSHEET  
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <b>BIOMEC Cardiovascular Inc., a Minnesota corporation</b></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Medacquisition, Inc., a Minnesota corporation</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>15301 Highway 55 West</u></p> <p>City: <u>Plymouth</u> State <u>MN</u> Zip: <u>55447</u></p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p>	<p>Execution Date: <u>July 21, 2003</u></p>

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Trademark Application No.(s)	B. Trademark Registration No.(s) <u>1,304,888; 1,304,889; 1,612,838; 1,592,887</u>
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Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning documents should be mailed:</p> <p>Name: <u>Connie R. Heikkila</u></p> <p>Internal Address: <u>Lindquist &amp; Vennum, P.L.L.P.</u></p> <p>Street Address: <u>4200 IDS Center, 80 So. 8<sup>th</sup> Street</u></p> <p>City: <u>Minneapolis</u> State: <u>MN</u> Zip: <u>55402</u></p>	<p>6. Total number of applications and registrations involved: <u>4</u></p> <p>7. Total fee (37 CFR 3.41)..... \$ <u>160.00</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>50-0837</u></p>
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**DO NOT USE THIS SPACE**

9. 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.*

<u>Connie R. Heikkila, Paralegal</u>		November <u>19</u> , 2003
Name of Person Signing	Signature	Date

Total number of pages including coversheet, attachments, and documents: 4

Mail documents to be recorded with required coversheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

CH \$160.00 600837 1304888

## **ASSIGNMENT OF TRADEMARKS**

ASSIGNMENT OF TRADEMARKS by BIOMECH Cardiovascular Inc., a Minnesota corporation ("BCI"), in favor of Medacquisition, Inc., a Minnesota corporation ("Medacquisition") pursuant to that certain Asset Purchase Agreement dated as of July 21, 2003 among BCI, BIOMECH, Inc., an Ohio corporation, Medamicus, Inc., a Minnesota corporation, and Medacquisition (the "Purchase Agreement"). Capitalized terms used but not otherwise defined herein have the respective meanings assigned to such terms in the Purchase Agreement.

## **BACKGROUND FACTS**

Pursuant to the terms of the Purchase Agreement, BCI shall sell, assign, transfer, convey and deliver certain assets to Medacquisition or its designee.

## **GRANT OF ASSIGNMENT**

For good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions of the Purchase Agreement:

1. BCI hereby assigns to Medacquisition all of its right, title and interest in and to such Marks listed on Schedule A, including all registrations and applications to register the Marks, together with the goodwill of the business connected with the use of and symbolized by the Marks.
2. BCI covenants and agrees with Medacquisition, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by BCI and that full right to convey the same as herein expressed is possessed by BCI.

This Assignment shall be supplemented by the Purchase Agreement with respect to matters as to which this Assignment may be silent.

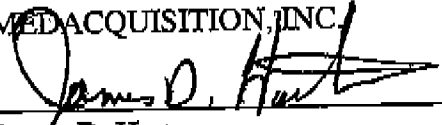
IN WITNESS WHEREOF, BCI and Medacquisition have caused this instrument to be executed effective as of this 23<sup>rd</sup> day of October, 2003.

BIOMEC CARDIOVASCULAR INC.



Vincent Owens  
Chief Executive Officer

MEDACQUISITION, INC.



James D. Hartman  
Chief Executive Officer

**Schedule A**  
**Trademarks**

<u>Mark</u>	<u>Registration No.:</u>	<u>Country</u>
ACTIFIX	1,304,888	U.S.
ACTIFIX	1 093 904	Germany
ACTIFIX	1.321.982	France
ACTIFIX	00718200	Italy
ACTIFIX	00498211	Italy
ACTIFIX	412755	Benelux
CONIFIX	1,304,889	U.S.
FASTAC	1,612,838	U.S.
MYOPORE	1,592,887	U.S.

**Minnesota State Trademark Registrations**

<u>Mark</u>	<u>Registration No.:</u>	<u>Registration Date</u>
INNOMEDICA	30334	09/12/2000
INNOMEDICA	30332	09/12/2000
MEDICON	30333	09/12/2000

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