

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Coalescent Surgical, Inc.		11/08/2004	INC. ASSOCIATION:

RECEIVING PARTY DATA

Name:	Medtronic, Inc.
Street Address:	710 Medtronic Parkway NE
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55432
Entity Type:	INC. ASSOCIATION:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2580026	COALESCENT
Registration Number:	2598041	
Registration Number:	2443264	COALESCENT SURGICAL
Serial Number:	75903029	COALESCENT SUTURED-CLIP
Registration Number:	2841238	THE FUTURE OF SUTURE
Serial Number:	76494399	U-CLIP
Serial Number:	76494398	U-CLIP
Serial Number:	76565617	SPYDER

CORRESPONDENCE DATA

Fax Number: (612)492-7077
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: jparzych@fredlaw.com

Correspondent Name: John S. Parzych

Address Line 1: 200 S. Sixth Street, Suite 4000

Address Line 4: Minneapolis, MINNESOTA 55402

OP \$215.00 2580026

ATTORNEY DOCKET NUMBER:

539.512

NAME OF SUBMITTER:

John S. Parzych

Total Attachments: 2

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TRADEMARK AND GOODWILL ASSIGNMENT

This Trademark Assignment is made by and between COALESCENT SURGICAL, INC., a Delaware corporation having a place of business at 559 E. Weddell Drive, Sunnyvale, California 94089 (hereinafter "Assignor") and MEDTRONIC, INC., a Minnesota corporation having a place of business at 710 Medtronic Parkway N.E., Minneapolis, Minnesota 55432-5604 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the trademarks and the associated trademark registrations and applications set forth on Schedule A attached hereto (hereinafter the "Marks").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated July 26, 2004 (the "Purchase Agreement"), Assignor has agreed to assign the Marks and the goodwill associated with the Marks to Assignee.

WHEREAS, Assignee desires to acquire the Marks and the goodwill of the business associated therewith from Assignor.

WHEREAS, Assignee is a successor to that portion of the business of Assignor to which the Marks pertain, and such business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Marks for the United States and throughout the world, together with the goodwill of the business associated therewith. This Assignment includes all rights in the nature of trademark, service mark and trade name rights, as well as the right to sue for past infringement by any third party.

Assignor agrees to execute and deliver at the request of Assignee without further consideration, all documents, instruments and assignments that Assignee may require in order to effect and/or evidence all right, title and interest in and to the Marks in Assignee.

COALESCENT SURGICAL, INC.

By: [Signature] 11/8/04
Name: Charles T. Marone
Title: President & CEO

STATE OF California)
COUNTY OF Santa Clara)^{SS.}

On this Nov. 8th day of Nov., 2004, before me, a notary public in and for said county, appeared Charles Thomas Maroney of Coalescent Surgical, Inc., the person who signed this instrument, who acknowledged that he or she signed it as a free act on behalf of said company with authority to do so.

Subscribed and sworn to before me
this 8th day of Nov., 2004.

[Signature]
Notary Public



Schedule A
Registered Trademarks

<u>Mark</u>	<u>Country</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
COALESCENT	U.S.	76/101,007	2,580,026	June 11, 2002
Coalescent Design	U.S.	76/338,979	2,598,041	July 23, 2002
COALESCENT SURGICAL, INC.	U.S.	75/646,501	2,443,264	April 10, 2001
COALESCENT SURGICAL, INC.	Japan		4,413,703	September 1, 2000
COALESCENT SURGICAL, INC.	Europe		001289149	December 18, 2000
COALESCENT SUTURED-CLIP	U.S.	75/903,029	Abandoned	
FUTURE OF SUTURE	U.S.	76/451,254	2,841,238	May 11, 2004
U-CLIP (for Surgical Supplies and Devices)	U.S.	76/494,399	Pending	
U-CLIP (for Surgical Tissue Repair Devices)	U.S.	76/494,398	Closed	
SPYDER	U.S.	76/565,617	Pending	

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