

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Executive Date(s):

Ventrica, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other Incorporation
- Association
- Limited Partnership

Citizenship (see guidelines)

Execution Date(s) 10/29/04

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Corrected Assignment Reel 002969, Frame 0706
- Merger
- Change of Name

delete 2,580,026; 2,598,041; 2,443,264; 2,841,238;
76/494,399; 76/494,398; 76/565,617

2. Name and address of receiving party(ies):

- Yes
- No

Name: Medtronic, Inc.

Internal

Address: 710 Medtronic Parkway NE

Street Address:

City: Minneapolis

State: Minnesota

Country: U.S.A.

Zip: 55432

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Incorporation Citizenship U.S.A.

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2337206

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: John S. Parzych

Internal Address: Fredrikson & Byron, P.A.

Street Address: 200 South Sixth Street, Suite 4000

City: Minneapolis

State: MN

Zip: 55402

Phone Number: 612-492-7000

Fax Number: 612-492-7077

Email Address: jparzych@fredlaw.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

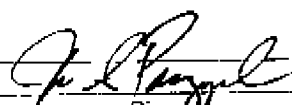
8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number 06-1910

Authorized User Name

9. Signature:



Signature
John S. Parzych

Name of Person Signing

11/10/04
Date

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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TRADEMARK
REEL: 002975 FRAME: 0911

CH \$316.00 061910 78308812

Schedule A
Registered Trademarks

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
"VENTRICA"	U.S.	2,337,206	April 4, 2000
"VENTRICA" and Heart Design	Europe	1,352,681	November 27, 2000
"VENTRICA" and Design	U.S.	2,340,942	April 11, 2000
MISCELLANEOUS DESIGN (Heart)	Europe	1,352,855	November 27, 2000
MISCELLANEOUS DESIGN (Heart)	U.S.	2,494,797	October 2, 2001
"MVP"	Europe	1,986,959	January 25, 2002
"MVP"	U.S.	2,573,002	May 28, 2002
"MAGNETIC VASCULAR PORT"	U.S.	78/308,812	Pending
"COALESCENT"	U.S.	2,580,026	June 11, 2002
"COALESCENT" Design	U.S.	2,598,041	July 23, 2002
"COALESCENT SURGICAL, INC."	U.S.	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.		Abandoned
"FUTURE OF SUTURE"	U.S.	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

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

11/03/2004
900014926

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ventrica, Inc.		10/29/2004	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: 12

Property Type	Number	Word Mark
Registration Number:	2337206	VENTRICA
Registration Number:	2340942	VENTRICA
Registration Number:	2494797	
Registration Number:	2573002	MVP
Serial Number:	78308817	MAGNETIC VASCULAR PORT
Registration Number:	2580026	COALESCEN I
Registration Number:	2598041	
Registration Number:	2443264	COALESCENT SURGICAL
Registration Number:	2841238	THE FUTURE OF SUTURE
Serial Number:	76494398	U-CIIP
Serial Number:	76494398	U CIIP
Serial Number:	76565617	SPYDER

CORRESPONDENCE DATA

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

OP \$315.00 2337206

RightFax

11/4/04 10:03

PAGE 006/006

Fax Server

Phone:	6124927279
Email:	jparzych@fredlaw.com
Correspondent Name:	John S. Parzych
Address Line 1:	200 S. Sixth Street, Suite 4000
Address Line 4:	Minneapolis, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	539.512
NAME OF SUBMITTER:	John S. Parzych
Total Attachments: 2 source=medtronictrademark#page1.tif source=medtronictrademark#page2.tif	

TRADEMARK AND GOODWILL ASSIGNMENT

This Trademark Assignment is made by and between VENTRICA, INC., a Delaware corporation having a place of business at 5055 Brandon Court, Fremont, CA 94538 (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 March 8, 2004 as amended on August 18, 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.

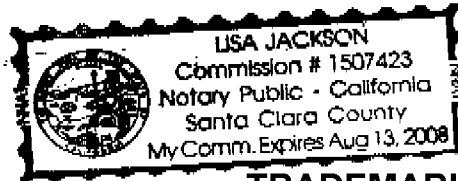
VENTRICA, INC.

By: Mark Foley
Name: Mark Foley
Title: President & CEO

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

On this 29th day of October, 2004, before me, a notary public in and for said county, appeared MARK JOSEPH FOLEY of Ventraca, 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 29th day of October, 2004.
Lisa Jackson
Notary Public



RECORDED: 11/10/2004

TRADEMARK
REEL: 002975 FRAME: 0915