

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.

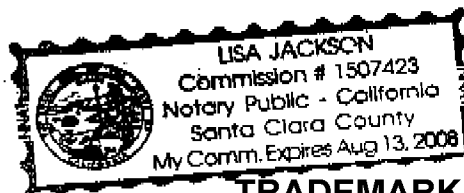
By: Mark Joseph Foley
Name: Mark Joseph Foley
Title: President & CEO

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



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