U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office Form PTO-1594 (Rev. 06/04) OMB Collection 0651-0027 (exp. 6/30 2005) 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. Name and address of receiving party(ies): Name of conveying party(ies)/Executive Date(s): ☐ Yes Additional names, addresses, or citizenship attached? ⊠ No Ventrica, Inc. Name: Medtronic, Inc. Internal ☐ Association ☐ Individual(s) Address: 710 Medtronic Parkway NE Limited Partnership General Partnership Street Address: Corporation-State City: Minneapolis Other Incorporation State: Minnesota Zip: 55432 Citizenship (see guidelines) Country: U.S.A. Execution Date(s) 10/29/04 ☐ Association Citizenship Additional names of conveying parties attached? ☐Yes ☒No General Partnership Citizenship ☐ Limited Partnership Citizenship 3. Nature of conveyance: Corporation Citizenship Other Incorporation Citizenship U.S.A. Merger Assignment If assignee is not domiciled in the United States, a domestic Change of Name Security Agreement representative designation is attached: Yes No Other Corrected Assignment Reel 002969, Frame (Designations must be a separate document from assignment) 0706 delete 2,580,026; 2,598,041; 2,443,264; 2,841,238; 76/494,399; 76/494,398; 76/565,617 Application number(s) or registration number(s) and identification or description of the Trademark. B. Trademark Registration No.(s) A. Trademark Application 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): 6. Total number of applications and Name & address of party to whom correspondence 12 registrations involved: concerning document should be mailed: Name: John S. Parzych 7. Total fee (37 CFR 2.6(b)(6) & 3.41) Internal Address: Fredrikson & Byron, P.A. Authorized to be charged by credit card Street Address: 200 South Sixth Street, Suite 4000 Authorized to be charged to deposit account City: Minneapolis ☐ Enclosed Zip: 55402 State: MN 8. Payment Information: Phone Number: 612-492-7000 Last 4 Numbers a, Credit Card Fax Number: 612-492-7077 Expiration Date Email Address: jparzych@fredlaw.com b. Deposit Account Number <u>06-1910</u> Authorized User Name Signature: John S. Parzych Total number of pages including cover sheet, attachments, and document:

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 #3041209\1

Name of Person Signing

TRADEMARK REEL: 002981 FRAME: 0189 -18-04

## 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.

On this 29th day of OCTOBER, 2004, before me, a notary public in and for said county, appeared Mark Joseph Foley of Ventrica, Inc., the person who signed this instrument, who acknowledged that ho or she signed it as a free act on behalf of said company with authority to do so.

 LISA JACKSON
Commission # 1507423
Notary Public - Celifornia
Santa Clara County
My Comm. Expires Aug 13, 2008
TRADEMARK

REEL: 002981 FRAME: 0190

8-04

## Schedule A Registered Trademarks

Mark	Coun <b>try</b>	Reg. No.	Reg. Date
"VENTRICA"	U.S.	2,337,206	April 4, 2000
"VENTRICA" and Heart Design	Europe	1,35 <b>2,68</b> 1	November 27, 2000
"VENTRICA" and Design	U.S.	2,34 <b>0,942</b>	April 11, 2000
MISCELLANEOUS DESIGN (Heart)	Europe	1,352,855	November 27, 2000
MISCELLANEOUS DESIGN (Heart)	U.S.	2,49 <b>4,797</b>	October 2, 2001
"MVP"	Europe	1,98 <b>6,959</b>	January 25, 2002
"MVP"	U.S.	2,573,002	May 28, 2002
"MAGNETIC VASCULAR PORT"	U.S.	78/308,812	Pending
"COALESCENT"	U:SF	<del>- 2</del> ,5 <del>80,026 -</del>	June 11, 2002
"COALESCENT" Design	– U.S.	2,59 <mark>8,041</mark>	July 23, 2002
" <del>COALESCENT S</del> URGICAL, INC."	U.S <del></del>	<u>2,44<b>3,264</b></u>	April 10, 2001
"COALESCENT SURGICAL, INC."	Jap <b>an</b>	4,413,703	September 1, 2000
"COALESCENT SURGICAL, INC."	Енгоре	001289149	December 18, 2000
"COALESCENT SUTURED-CLIP"	U.S.		Abandoned
"FUTURE OF SUTURE"	U.S	2,8 <b>41<u>,238</u> -</b> _	<del>May-11, 2004_</del>
(for Surgical Supplies and Devices)	- U.S	76/ <mark>494,399</mark> -	Pending
" <del>U-CLIP</del> " (f <del>or Surgical Tissu</del> e-Repair <del>Device</del> s)	– U.S <del>. –</del>	<del></del> 76 <del>/4<b>94,398</b></del>	- Closed
'SPYDER"	U.\$ <del></del>	—— 7( <del>/<b>565,617</b></del>	— <del>Pending —</del>

**RECORDED: 11/18/2004** 

TRADEMARK REEL: 002981 FRAME: 0191