

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):

Coalescent Surgical, Inc.

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

Citizenship (see guidelines)

Execution Date(s) November 8, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Corrected Assignment - correct entity status of conveying and receiving parties - Reel 2973 Frame 0097
- Merger
- Change of Name

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

Additional names, addresses, or citizenship attached? 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-State Minnesota Citizenship
- Other Citizenship

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)

75/903,029, 76/451,254, 76/494,399, 76/494,398
76/565,617

B. Trademark Registration No.(s)

2,580,026, 2,598,041, 2,443,264

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:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$320.00

- 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: John S. Parzych

9. Signature:



Signature
John S. Parzych

Name of Person Signing

12/28/04
Date

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



UNITED STATES PATENT AND TRADEMARK OFFICE

Home Index Search System Alerts eBusiness Center News & Notices Contact Us



Electronic Trademark Assignment System **eTAS**

Confirmation Receipt

Your trademark assignment has been received by the USPTO.
 The coversheet of the assignment is displayed below:

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|----------------------------------|--------------------------|--|--------------------|
| 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

ATTORNEY DOCKET NUMBER: 539.512

NAME OF SUBMITTER: John S. Parzych

Total Attachments: 2
 source=coalescenttrademark#page1.tif
 source=coalescenttrademark#page2.tif

RECEIPT INFORMATION

ETAS ID: TM20076
 Receipt Date: 11/10/2004
 Fee Amount: \$ 215

[Return to ETAS home page](#)

[Start another assignment](#)

[HOME](#) | [INDEX](#) | [SEARCH](#) | [SYSTEM STATUS](#) | [BUSINESS CENTER](#) | [NEWS&NOTICES](#) | [CONTACT US](#) | [PRIVACY STATEMENT](#)

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.

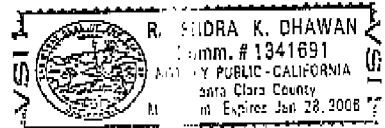
By: [Signature] 11/8/04
Name: Charles J. Messer
Title: President & CEO

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 Messer 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 | |

#3022313\1