

Form PTO-1594 (Rev. 07/05)
 OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
 United States Patent and Trademark Office

**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):

MedQuest Products, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Utah
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) July 29, 2005

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Yes

No

Additional names, addresses, or citizenship attached?

Name: World Heart Corporation

Internal Address: _____

Address: _____

Street Address: 7799 Pardee Lane

City: Oakland

State: California

Country: U.S.A. Zip: _____

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Ontario

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)

78/164,425; 78/341,772

B. Trademark Registration No.(s)

2,480,212; 2,750,753; 2,327,219; 2,486,096

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: Christopher L. Wight

Internal Address: Holland & Hart LLP

Street Address: 60 East South Temple, Suite 2000

City: Salt Lake City

State: Utah Zip: 84111

Phone Number: (801) 595-7823

Fax Number: (801) 364-9124

Email Address: cwight@hollandhart.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$240.00

- 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 08-2823

Authorized User Name Christopher L. Wight

9. Signature:



Signature

September 12, 2005

Date

Christopher L. Wight

Name of Person Signing

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

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$165.00 062623 78164425

ASSIGNMENT OF TRADEMARKS AND TRADEMARK APPLICATIONS

WHEREAS, MedQuest Products, Inc., with its principal place of business at 4750 Wiley Post Way, Suite 120, Salt Lake City, UT 84116, USA ("Assignor"), is the owner of the following trademarks and/or service marks (the "Marks"):

Registered Trademarks
MedQuest [®] , Active, Registered 8/21/01
QuestCoat [®] , Registered 8/12/03
Autome@, Registered 9/4/01
Biovera@, Registered 3/7/2000

Unregistered Trademarks
HeartQuest [™] , Active, Published for opposition 6/24/2003
Maglev [™] , Active, Published for opposition 9/14/04

WHEREAS, WORLD HEART CORPORATION, an Ontario corporation ("Assignee"), having its principal place of business at 7799 Pardee Lane, Oakland California, 94621, is desirous of acquiring the entire and exclusive right, title and interest in and to the Marks in the United States and throughout the world:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to Assignor in hand paid, the foregoing recitals, the mutual covenants and agreements contained in the Asset Purchase Agreement, dated as of January 31, 2005 (the "Agreement"), by and between Assignor and Assignee and other good and valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title, and interest throughout the world in and to the Marks, including all common law rights therein, applications to register therefor, the goodwill of the business symbolized by the Marks, and further, all of Assignor's rights and privileges pertaining to the Marks including without limitation the right, if any, to sue or bring other actions for past, present and future infringement thereof.

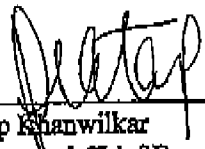
Further Assignment. Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications for trademarks or other such forms of protection and to prosecute such applications, as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.

Authorization of Patent and Trademark Office to Record. Assignor further agrees that this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee or its successors, assigns or nominees to apply for trademark or other proper protection, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

Further Assurances. At reasonable cost to Assignor, Assignor agrees to take such further action and to execute such documents as Assignee may reasonably request to effect or confirm the conveyance to Assignee of the Marks and the goodwill appurtenant thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 29th day of July, 2005.

MEDQUEST PRODUCTS, INC.

By: 
Name: Pratap Khanwilkar
Title: President and Chief Executive Officer

I hereby accept this assignment on behalf of the Assignee.

WORLD HEART CORPORATION

By: _____
Name:
Title:

Authorization of Patent and Trademark Office to Record. Assignor further agrees that this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee or its successors, assigns or nominees to apply for trademark or other proper protection, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

Further Assurances. At reasonable cost to Assignor, Assignor agrees to take such further action and to execute such documents as Assignee may reasonably request to effect or confirm the conveyance to Assignee of the Marks and the goodwill appurtenant thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 29th day of July, 2005.

MEDQUEST PRODUCTS, INC.

By: _____
Name: Pratap Khanwilkar
Title: President and Chief Executive Officer

I hereby accept this assignment on behalf of the Assignee.

WORLD HEART CORPORATION

By: JAS. JASSAWALLA
Name: JAS. JASSAWALLA
Title: PRESIDENT & CEO.

McCarthy Threadit LLP DMS-OTTAWA #5642004 v. 1