Doc Code:

FORM PTO-1594 (Modified) (Rev. 07/05)		Docket No.:
OMB No. 0851-0027 (exp. 6/30/2008) RECORDATION FORM COVER SHEET		Cardiovations
TRADEMARKS / SERVICE MARKS ONLY		
To the Director of the U. S. Patent and Trademark Office: Please record the attached original documents or the new address(es) below.		
Name of conveying party(ies):	2. Name and address of receiving	∏ Yes
Heartport, Inc.	Additional names, addresses, or citizensh	nlp attached? 🖾 No
K ** *	 Name: Edwards Lifesciences AG	
	Internal	<u>-</u>
	Address:	
☐ Individual(s) ☐ Association	Street Address: Chemin Du Gla	-
☐ General Partnership ☐ Limited Partnership	City: St. Prex State:	
☐ Corporation-State: Delaware	State: Zi	<u>-</u> ,
Other		CITIVA
Citizenship (see guidelines) Additional names(s) of conveying party(les) Yes No	☐ General Partnership Citizen	
Nature of conveyance/Execution Date(s):	☐ Limited Partnership Citizenship	
Execution Date: January 9, 2008	☑ Corporation Citizenship Switzerland	
	☐ Other	
☐ Security Agreement ☐ Change of Name	If assignee is not domiciled in the Unit	
□ Other	designation is attached: (Designations must be a separate doc	Yes 🛭 No sument from
4. Application number(s) or registration numbers(s) and identification or description of the Trademark/Service Mark:		
A. Trademark / Service Mark Application No.(s) B. Trademark / Service Mark Registration No.(s)		
	2,361,268 2,297,904	
	2,229,395 2,211,561	
	2,486,446	
Additional sheel(s) a		
C. Identification or Description of Trademark(s)/Service Mark(s) (and Filing Date if Application or Registration Number is unknown):		
	1	
Name & address of party to whom correspondence concerning document should be mailed:	6. Total number of applications a registrations involved:	and 5
Name: Keith Newburry		
Internal Address: <u>Legal Department</u>	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 200.00	
Edwards Lifesciences LLC	☐ Authorized to be charged by credit card	
Street Address: One Edwards Way	 ☒ Authorized to be charged to deposit account ☒ Enclosed 	
City: Irvine	8. Payment Information:	•••
State: <u>CA</u> Zip: <u>92614</u>	· · ·	mbers
Phone Number:	Expiration	Date
Fax Number: 949-250-6850	b. Deposit Account Number 501225	
Email Address:		Keith Newburry
9. Signature:		1-15-08
Signature		Date
Keith Newburry		er of pages including cover chments, and document:
Name of Person Signing		

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS made as of the 4 day of November, 2007, by Heartport, Inc., a corporation of the state of Delaware, ("Assignor") to Edwards Lifesciences AG, a Swiss corporation ("Assignee").

RECITALS:

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of November 2007 (the "Asset Purchase Agreement") by and between Ethicon, Inc., a New Jersey corporation acting through its CardioVations division, and Edwards Lifesciences LLC, a Delaware limited liability company, Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Transferred Trademarks (as defined in the Asset Purchase Agreement) of Assignor. Pursuant to the Asset Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor's worldwide right, title and interest in Transferred Trademarks as listed on Schedule A annexed hereto and incorporated herein by reference.

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Asset Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Transferred Trademarks, and all the rights appurtenant thereto, together with the goodwill of the business associated therewith and which is symbolized thereby, all common law rights, all rights to sue for any past infringement or unauthorized use of any Transferred Trademarks and to recover all damages therefrom for its own use and behalf and for the use and behalf of its successors and assigns or other legal representatives, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks not been made.

Assignor will, during the 12-month period after execution of this Assignment, provide reasonable assistance to Assignee in connection with the execution and provision of information necessary for Assignee to draft and record required assignment documents.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

TACHER\IRV\559985.1

TRADEMARK REEL: 003760 FRAME: 0607

Schedule A

U.S. Trademark Registration No.	<u>Mark</u>	
2,361,268	ENDOCLAMP	
2,229,395	ENDORETURN	
2,211,561	ENDOVENT	
2,486,446	PORTACESS and design	
2 297 904	OUICKDRAW	

TRADEMARK REEL: 003760 FRAME: 0608 IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademarks as of the date first above written.

Heartport, Inc.

By: (SEAL)

(Type or Print Name of Person Signing)

Its: Assistant Secretary

(Type or Print Name of Witness)

Edwards Lifesciences AG

By: (SEAL)

Patrick Verguet, Director (Type or Print Name of Person Signing)

Its:

Claudia Previde

(Type or Print Name of Witness)

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RECORDED: 04/15/2008

TRADEMARK REEL: 003760 FRAME: 0609