

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acumen Medical, Inc.		12/21/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Medtronic, Inc.		
Street Address:	710 Medtronic Parkway		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55432-5604		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78885592	SPIRIT	
Registration Number:	3342263	BLUSHEATH	
CORRESPONDENCE DATA			
Fax Number:	(763)505-2530		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	cindy.l.evenson@medtronic.com		
Correspondent Name:	Trademark Dept.		
Address Line 1:	710 Medtronic Parkway		
Address Line 2:	LC 340		
Address Line 4:	Minneapolis, MINNESOTA 55432-5604		
ATTORNEY DOCKET NUMBER:	T242/391US LG10126.L25		
NAME OF SUBMITTER:	Cindy L. Evenson		
Signature:	/Cindy L. Evenson/		
Date:	04/24/2008		

CH \$65.00 78885592

Total Attachments: 5

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made and entered into as of December 21, 2007 (the "Agreement"), by and between Medtronic, Inc., a Minnesota corporation ("Medtronic"), and Acumen Medical, Inc., a Delaware corporation ("Acumen").

WITNESSETH:

WHEREAS, Acumen owns and manufactures a lead delivery system and associated lead delivery sheath products known as the Spirit™ Navigation Lead Delivery System family of products and the BluSheath™ Lead Delivery Sheath family of products, respectively;

WHEREAS, the parties hereto desire that Acumen sell, transfer and assign to Medtronic, and Medtronic purchase from Acumen, all of the assets relating to the aforementioned product families, on the terms and conditions set forth herein; and

WHEREAS, in connection with such purchase and sale of assets, Acumen has agreed to make certain improvements to one or more of the products in the BluSheath product family and to undertake certain obligations relating to transfer of manufacturing know-how and interim supply of the acquired assets following the Closing.

NOW, THEREFORE, in consideration of the respective representations, warranties, covenants and agreements contained herein, and subject to the terms and conditions set forth herein, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1) Specific Definitions. As used in this Agreement, the following terms shall have the meanings set forth or referenced below:

"Acumen Indemnified Parties" has the meaning set forth in Section 9.2.

"Acumen Intellectual Property" means Intellectual Property owned, controlled, or licensed by Acumen or its Affiliates and necessary or otherwise used for designing, developing, processing, manufacturing, marketing, using or selling Products, including without limitation, Patent Rights, Trademarks and Know-How.

"Addendum Agreement" means that certain Addendum Agreement between Acumen, Stanford University and Medtronic, the form of which is attached hereto as Exhibit E.

"Affiliate" of a specified person (natural or juridical) means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified. For purpose of this definition, "control" shall mean ownership of more than fifty percent (50%) of the shares of stock entitled to vote for the election of directors

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(c) any transaction pursuant to which Acumen grants any third party any rights to manufacture, distribute or sell all or any portion of the Insight Product on an exclusive or nonexclusive basis.

“Insight Product” means the Insight™ Endocardial Visualization System and parts and components included therewith, as more specifically described on Schedule C attached hereto, and all improvements thereto.

“Intellectual Property” means all forms of intellectual property in any jurisdiction and under any law, whether now or hereafter existing, including, without limitation: (a) inventions, discoveries; patent applications, patents (including letters patent, industrial designs, and inventor’s certificates), design registrations, invention disclosures, and applications to register industrial designs, and any and all rights to any of the foregoing anywhere in the world, including any provisionals, substitutions, extensions, supplementary patent certificates, reissues, re-exams, renewals, divisions, continuations, continuations in part, continued prosecution applications, and other similar filings or notices provided for under the laws of the United States, or of any other country; (b) trademarks; (c) know how and other confidential or non-public business information, including ideas, formulas, compositions, inventor’s notes, discoveries, improvements, concepts, manufacturing and production processes and techniques, testing information, research and development information, data resulting or derived from research activities, blue prints, drawings, specifications, designs, plans, formulas, equipment specifications, computer software, research notebooks, invention disclosures, proposals and technical data, business and marketing plans, market surveys, market know-how and customer lists and related information; (d) copyrights, whether or not registered, and any non-registered copyright to any writings and other copyrightable works of authorship, including source code, object code, documentation (whether or not released), and databases; (e) integrated circuit topographies and mask works; (f) moral rights; (g) features of shape, configuration, pattern or ornament; and (h) registrations of, and applications to register, any of the foregoing with any governmental entity and any renewals or extensions thereof and all other rights to any of the foregoing.


“Inventory” or “Inventories” means finished goods, raw materials and ingredients, components, work in process, consignment goods, wares and merchandise relating to Products.

“Know-How” means all know-how, trade secrets, inventions, discoveries, technical information and other confidential or non-public information owned or controlled by Acumen or its Affiliates which are necessary or useful for designing, developing, processing, manufacturing, marketing, using or selling the Products, including but not limited to information embodied in drawings, designs, copyrights, material specifications, processing instructions, formulas, equipment specifications, product specifications, confidential data, computer software, electronic files, research notebooks, invention disclosures, research and development reports and the like related thereto, and all amendments, modifications and improvements to any of the foregoing.

“Liens” means liens, mortgages, charges, security interests, pledges, encumbrances, assessments, restrictions or other third-party claims of any nature.

IN WITNESS WHEREOF, each of the parties has caused this Asset Purchase Agreement to be executed in the manner appropriate for each, as of the date first above written.

MEDTRONIC, INC.

By:  _____

Name: _____

Title: _____

ACUMEN MEDICAL, INC.

By: _____

Name: _____

Title: _____

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, each of the parties has caused this Asset Purchase Agreement to be executed in the manner appropriate for each, as of the date first above written.

MEDTRONIC, INC.

By: _____

Name: _____

Title: _____

ACUMEN MEDICAL, INC.

By: *NJ* _____

Name: Nicholas J. Mourlas

Title: CEO

{Signature Page to Asset Purchase Agreement}

SCHEDULE F -- TRADEMARKS

I. PATENT RIGHTS

Vista IP Matter No.	Cntry	Previous Matter No.	Title	Inventors	Serial No. (Filing Date)	Patent No. Issue Date	Status
ACU-023T	US	N/A	SPIRIT	N/A	78/885,592 (5/17/06)		Allowed. Published for opposition 12/11/07.
ACU-025T	US	N/A	GOSSAMER	N/A	78/885,598 (5/17/06)		Abandoned.
ACU-031T	US	N/A	BLUSHEATH	N/A	77/028,646 (10/24/06)		Registered.