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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Baxter International Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>March 8, 2007</u></p>	<p>2. Name and address of receiving party(ies) Name: <u>World Heart Inc.</u></p> <p>Internal Address: <u>7799 Parkes Lane</u></p> <p>Street Address: _____</p> <p>City: <u>Oakland</u> State: <u>California</u> Zip: <u>94521</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p><small>If assignor is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small></p>
<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) 1,415,342 and 1,424,720</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Donald L. Bartels, Nixon Peabody LLP</u></p> <p>Internal Address: <u>Suite 900</u></p> <p>Street Address: <u>401 9th Street, N.W.</u></p> <p>City: <u>Washington</u> State: <u>D.C.</u> Zip: <u>20004-2128</u></p>	<p>6. Total number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 3.41)\$ <u>80.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>50-2372</u></p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p>

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9. Statement and signature.
To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

Donald L. Bartels  March 27, 2007
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and enclosures: 1

07/09/2008 NIXON PEABODY LLP 00000027 502372 1415842

01 FC:8521 48.00 DA
02 FC:8522 25.00 DA

Mail documents to be recorded with required cover sheet information to:
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Washington, D.C. 20231

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SCHEDULE A

MARKS

Mark	Serial Number	Registration Number
NOVACOR	73/551,266	1,415,342
NOVACOR	73/603,099	1,424,720

0311 0002525.6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of March 8, 2007, ("Effective Date"), by and between BAXTER INTERNATIONAL INC, a corporation organized and existing under the laws of the State of Delaware,"); and WORLD HEART, INC., a corporation organized and existing under the laws of the State of Delaware ("Assignee").

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign to Assignee all of Assignor's rights, title and interests in and to those U. S., state and foreign trademark registrations and applications for registration listed on Schedule A, and all rights owned by Assignor in or with respect to any of the foregoing (collectively referred to herein as the "Marks"), together with the goodwill associated with and symbolized by the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee; (i) its rights, title and interests in and to the Marks, including any ownership interests may have or claim to have in the Marks (whether now existing or hereafter created or acquired), together with all goodwill associated with and symbolized by the Marks, for the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with (ii) all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other violation or unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Trademarks (and, with respect to any equivalent foreign rights, any other appropriate foreign or international office or registrar) to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns, or other legal representatives.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 8th day of March, 2007.

BAXTER INTERNATIONAL INC.
(Assignor)

WORLD HEART, INC.
(Assignee)

By: Joseph P. Reagan *JPR*

By: Phillip J. Miller

Name: Joseph P. Reagan

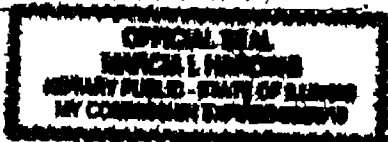
Name: Phillip J. Miller

Title: Assistant General Counsel - Patents

Title: VP, R & D

STATE OF Illinois)
COUNTY OF McHenry) ss.

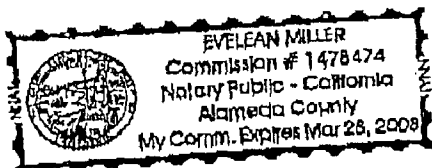
On this 8th day of March, 2007, there appeared before me Joseph P. Reagan, personally known to me, who acknowledged that he signed the foregoing Assignment and his/her voluntary act and deed on behalf and with full authority of Baxter International Inc.



Muriel J. Wading
Notary Public

STATE OF CA)
COUNTY OF Alameda) ss.

On this 27 day of March, 2007, there appeared before me Phillip J. Miller, personally known to me, who acknowledged that he signed the foregoing Assignment and his/her voluntary act and deed on behalf and with full authority of World Heart, Inc.



Evelean Miller
Notary Public