

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
EP MedSystems LLC		07/08/2008	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	St. Jude Medical, Atrial Fibrillation Division, Inc.		
Street Address:	One St. Jude Medical Drive		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55117-9913		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2225246	EP-WORKMATE	
CORRESPONDENCE DATA			
Fax Number:	(651)756-2808		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	651.756.2000		
Email:	acarlberg@sjm.com		
Correspondent Name:	Reed R. Heimbecher		
Address Line 1:	One St. Jude Medical Drive		
Address Line 2:	Legal Department		
Address Line 4:	St. Paul, MINNESOTA 55117-9913		
ATTORNEY DOCKET NUMBER:	0J-010200US		
NAME OF SUBMITTER:	Anne R. Carlberg		
Signature:	/Anne R. Carlberg/		

OP \$40.00 2225246

Date:

08/18/2009

Total Attachments: 3

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "ASSIGNMENT"), is dated as of July 8, 2008, by and between EP MedSystems LLC, a Minnesota limited liability company (the "ASSIGNOR"), and the ASSIGNOR's sole unitholder, St. Jude Medical, Atrial Fibrillation Division, Inc., a Minnesota corporation (the "ASSIGNEE").

WHEREAS, the ASSIGNOR and the ASSIGNEE are parties to the BILL OF SALE, dated as of the date hereof (the "BILL OF SALE"), pursuant to which the ASSIGNOR distributes to the ASSIGNEE the Distributed Assets referred to in the BILL OF SALE.

WHEREAS, the ASSIGNOR has agreed to execute and deliver this ASSIGNMENT to the ASSIGNEE, in connection with the BILL OF SALE, for the purpose of transferring to the ASSIGNEE all contracts to which the ASSIGNOR is a party.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. The ASSIGNOR hereby, effective as of the date of this ASSIGNMENT, irrevocably conveys, sells, assigns, sets over and transfers to the ASSIGNEE, its successors and assigns, all of ASSIGNOR'S right, title and interest in and to the agreements and rights described on Exhibit A to this ASSIGNMENT ("Contracts").

2. The ASSIGNOR covenants that, from time to time, after the delivery of this instrument, at ASSIGNEE'S request, it will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, such further acts, conveyances, transfers, assignments, powers of attorney and assurances as the ASSIGNEE may reasonably require in connection with its obligations hereunder as may be required for the purpose of accomplishing the purposes of this ASSIGNMENT.

3. To the extent that the assignment of the Contracts to be assigned to, and assumed by, the ASSIGNEE hereby shall require the consent of another party, this instrument shall not constitute an assignment of the same if such consent has not been given and if an assignment or attempted assignment without such consent of said other party would constitute a breach thereof or in any way adversely affect the rights, powers, privileges, or liabilities of the ASSIGNOR or the ASSIGNEE thereunder; provided, however, that once such consent is obtained, this instrument shall effect an assignment of such asset without further action. The ASSIGNOR agrees that it will use its best efforts to obtain any required consent of any such other party and, until such consent is obtained, will cooperate with the ASSIGNEE in any arrangement which the ASSIGNEE shall consider designed to provide for the ASSIGNEE the benefits of, under or with respect to any such contracts, including the enforcement of any rights of the ASSIGNOR at the direction of the ASSIGNEE or the entry into any license, sublicense, lease or sublease, as the case may be, by the ASSIGNOR to the ASSIGNEE.

4. The ASSIGNEE hereby accepts the foregoing assignment, assumes and agrees to pay, perform and/or discharge all of the obligations of the ASSIGNOR to be performed in connection with ownership of the Contracts from and after the date hereof, and holds the

ASSIGNOR harmless from and against all liabilities arising with respect to such obligations after the date hereof.

5. This ASSIGNMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and may not be altered, amended or modified except by written instrument executed by each of the parties hereto.

6. This ASSIGNMENT shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota, without regard to the principles of conflicts of laws thereof.

7. This ASSIGNMENT may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

9. This ASSIGNMENT may be executed by facsimile signature and such facsimile signature shall constitute an original signature for all purposes.

IN WITNESS WHEREOF, the parties have executed this ASSIGNMENT as of the date first set forth above.

FOR THE ASSIGNOR:
EP MEDSYSTEMS LLC

FOR THE ASSIGNEE:
ST. JUDE MEDICAL, ATRIAL
FIBRILLATION DIVISION, INC.

Pamela S. Krop

Name Printed

Signature

Jan E. Krentz

Name Printed

Signature

Vice President and Secretary

Title

July 8, 2008

Date

Vice President and Assistant Treasurer

Title

July 8, 2008

Date

Exhibit A

CONTRACTS

Each contract, license, agreement, commitment or other arrangement to which EP MedSystems LLC (the "Assignor") is a party or in respect of which the Assignor has any rights or benefits, whether as a result of the merger of EP MedSystems, Inc., a New Jersey corporation, into the Assignor, or otherwise, including, but not limited to, those related to real property, personal property (including shares of any subsidiary entity), rights against any third parties, and any intellectual property rights (including all intellectual property rights arising under the laws of the United States or any other jurisdiction with respect to the following: (a) trade names, trademarks and service marks (registered and unregistered), domain names, trade dress and similar rights and applications to register any of the foregoing (collectively, "Marks"); (b) patents and patent applications and rights in respect of utility models or industrial designs (collectively, "Patents"); (c) copyrights and registrations and applications therefor (collectively, ("Copyrights"); and (d) know-how, inventions, discoveries, methods, processes, technical data, specifications, research and development information, technology, data bases and other proprietary or confidential information, including customer lists, in each case that derives economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure, but excluding any Copyrights or Patents that cover or protect any of the foregoing (collectively, "Trade Secrets")).