

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
Medtronic CoreValve LLC		10/20/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Medtronic CV Luxembourg S.a.r.l.		
Street Address:	102, rue des Maraichers		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L-2124		
Entity Type:	LIMITED LIABILITY COMPANY: LUXEMBOURG		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77598551	PAVR'ING THE WAY	
Registration Number:	3053300	CORE VALVE CATHETER BASED HEART VALVE REPLACEMENT	
Registration Number:	3405124	COREVALVE	
Registration Number:	3688088	COREVALVE	
Registration Number:	3349321	REVALVING	
CORRESPONDENCE DATA			
Fax Number:	(763)505-2530		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7635052526		
Email:	trademark@medtronic.com		
Correspondent Name:	Cindy Evenson		
Address Line 1:	710 Medtronic Parkway		
Address Line 2:	LC 340		
Address Line 4:	Minneapolis, MINNESOTA 55432-5604		

CH \$140.00 77598551

ATTORNEY DOCKET NUMBER:	COREVALVE LG10128.L25
DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	Cindy L. Evenson
Signature:	/Cindy L. Evenson/
Date:	12/02/2009
<p>Total Attachments: 4</p> <p>source=Assign to MDT CV Lux Sarl#page1.tif</p> <p>source=Assign to MDT CV Lux Sarl#page2.tif</p> <p>source=Assign to MDT CV Lux Sarl#page3.tif</p> <p>source=Assign to MDT CV Lux Sarl#page4.tif</p>	

Schedule I

Trademark Assignment

This Trademark Assignment is delivered pursuant to the CoreValve IP License Agreement (the "Agreement") dated as of April 21, 2009, between Medtronic CoreValve LLC ("Medtronic LLC") and Medtronic CV Luxembourg S.à r.l. ("Medtronic Sarl"), as such Agreement was amended by Amendment No. 1 dated as of October 20, 2009 and effective as of April 21, 2009. Capitalized terms used in this Trademark Assignment have the same meanings given to them in the Agreement.

Medtronic LLC has delivered this instrument signed by it to enable Medtronic Sarl to file this instrument with any appropriate Governmental entity to indicate ownership of the trademarks listed in Annex A attached hereto (the "Marks") and for the other purposes set forth in this instrument. This instrument supplements and is in addition to all other rights of Medtronic Sarl under the Agreement and other instruments of transfer delivered in connection with the Agreement.

For good and valuable consideration, receipt of which Medtronic LLC acknowledges, and by signing and delivering this instrument, Medtronic LLC sells, assigns, transfers, conveys, and delivers to Medtronic Sarl all of Medtronic LLC's right, title, and interest in and to:

- (a) the registered Marks and applications for registration of Marks specifically listed in Annex A attached to this Trademark Assignment; and
- (b) the following properties and rights with respect to all Marks and applications so listed in Annex A:
 - (1) all goodwill associated with the business related to the Marks together with all rights to use, license and otherwise exploit the Marks;
 - (2) any and all registered Marks and trademark applications that have been or may be granted or filed, respectively, with respect to such Marks;
 - (3) all income, royalties, damages, and payments hereafter due or payable to Medtronic LLC with respect to the Marks, including without limitation unpaid damages and payments for past, present, and future infringements of any Mark;
 - (4) all rights in and under the Marks to the fullest extent allowed by law as fully as Medtronic LLC would have held the same in the absence of this assignment; and
 - (5) all rights to sue and recover damages and payments for past, present, and future infringements or dilution of any of the Marks, including the right to fully and entirely replace Medtronic LLC in all related matters.

This assignment is made in connection with the sale of all intangible assets of Medtronic LLC. As of the date hereof, Medtronic Sarl has succeeded to all right, title, and standing of Medtronic LLC to: (a) receive all rights and benefits pertaining to the Marks and related rights described above; and (b) commence, prosecute, defend and settle all claims and take all actions that Medtronic Sarl, in its sole discretion, may elect in relation to the Marks. This Trademark Assignment (a) is irrevocable and effective as of the date hereof; (b) benefits and binds the parties to the Agreement and their respective successors and assignees; and (c) does not modify or affect, and is subject to, the provisions of the Agreement.

The undersigned have signed this Trademark Assignment on October 20, 2009.

Medtronic CV Luxembourg S.à r.l.

By: _____
Name: Gary L. Ellis
Title: Class B Manager

Medtronic CV Luxembourg S.à r.l.

By: 
Name: Jeni Fitch
Title: Class A Manager

Medtronic CoreValve LLC

By: _____
Name: _____
Title: _____

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REEL: 004106 FRAME: 0398

Medtronic CV Luxembourg S.à r.l.

By: G. S. Ellis
Name: Gary L. Ellis
Title: Class B Manager

Medtronic CoreValve LLC

By: G. S. Ellis
Name: Gary L. Ellis
Title: Vice President and Chief Financial Officer

Medtronic CV Luxembourg S.à r.l.

By: _____
Name: Jem Fitch
Title: Class A Manager

Annex A to Trademark Assignment

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Application No.</u>
Australia	COREVALVE	1231268	1231268
Australia	PAVRING THE WAY		1295771
Australia	REVALVING	1026288	1026288
Canada	COREVALVE		1389595
Canada	PAVRING THE WAY		1436305
Canada	REVALVING	726851	1235468
China	COREVALVE		6624755
China	PAVRING THE WAY		8313611
China	REVALVING		6684194
European CTM	COREVALVE	006782411	006782411
European CTM	PAVRING THE WAY		008313611
European CTM	REVALVING	004083432	004083432
Japan	COREVALVE	5174047	2008-021261
Japan	PAVRING THE WAY		2009-030594
Japan	REVALVING	4040718	2004-096440
Korea, Rep. of	COREVALVE	788420	2008-14215
Korea, Rep. of	REVALVING	779787	2008-14217
New Zealand	PAVRING THE WAY		805390
Taiwan	COREVALVE	1362069	97016147
Taiwan	REVALVING	1349751	97016144
United States	COREVALVE CATHETER BASED HEART VALVE REPLACEMENT & Design	3053300	78/418188
United States	COREVALVE	3405124	77/243631
United States	COREVALVE		77/418215
United States	PAVRING THE WAY		77/598551
United States	REVALVING	3349321	78/407302