

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
Ventracor Limited		01/21/2010	LIMITED LIABILITY COMPANY: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Thoratec Corporation		
Street Address:	6035 Stoneridge Drive		
City:	Pleasanton		
State/Country:	CALIFORNIA		
Postal Code:	94588		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3205041		
Registration Number:	2959341	VENTRACOR	
Registration Number:	2958910	VENTRASSIST	
CORRESPONDENCE DATA			
Fax Number:	(415)434-3947		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	mkahn@sheppardmullin.com, nslattery@sheppardmullin.com, jhawke@sheppardmullin.com, sf_tm@sheppardmullin.com		
Correspondent Name:	Michelle D. Kahn		
Address Line 1:	4 Embarcadero Center, 17th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111-4109		
ATTORNEY DOCKET NUMBER:	035V-074480		
NAME OF SUBMITTER:	Michelle D. Kahn		

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**TRADEMARK
 REEL: 004147 FRAME: 0748**

Signature:	/mdk/
Date:	02/11/2010
<p>Total Attachments: 14</p> <p>source=Assignment of Marks#page1.tif source=Assignment of Marks#page2.tif source=Assignment of Marks#page3.tif source=Assignment of Marks#page4.tif source=Assignment of Marks#page5.tif source=Assignment of Marks#page6.tif source=Assignment of Marks#page7.tif source=Assignment of Marks#page8.tif source=Assignment of Marks#page9.tif source=Assignment of Marks#page10.tif source=Assignment of Marks#page11.tif source=Assignment of Marks#page12.tif source=Assignment of Marks#page13.tif source=Assignment of Marks#page14.tif</p>	

Ventracor Limited (In Liquidation)

Ventrassist Pty Limited

Thoratec Corporation

Deed of Assignment of Trade Marks

5326201v4

TRADEMARK
REEL: 004147 FRAME: 0750

Date 21 January 2010

Parties

Ventracor Limited (In Liquidation) ABN 46 003 180 372 having its registered offices at c/- Ferrier Hodgson, Level 13, Grosvenor Place, 255 George Street, Sydney, New South Wales (**Ventracor**)

Ventrassist Pty Limited ABN 90 064 667 394 having its registered offices at Level 28, 71 Eagle Street, Brisbane Queensland (**Ventrassist**)

Thoratec Corporation, a company registered under the laws of the State of California, having its registered offices at 6035 Stoneridge Drive, Pleasanton, California (**Assignee**)

Background

- A. Ventracor and Ventrassist are the respective owners and registered proprietors or the respective applicants or recorded assignees for the Trade Marks.
- B. Under the Intellectual Property Asset Purchase Deed and for the monetary consideration agreed in that deed, Ventracor and Ventrassist have agreed to assign to the Assignee, and the Assignee has agreed to accept all of Ventracor's and Ventrassist's respective rights, title and interest in, to, and under the Trade Marks and to execute such further documents as may be required for filing, prosecution and evidentiary purposes.
- C. Ventracor and Ventrassist have agreed to assign to the Assignee, and the Assignee agrees to accept, all of Ventracor's and Ventrassist's respective right, title and interest in the Trade Marks on the terms and conditions set out in this document.
- D. In compliance with the Intellectual Property Asset Purchase Deed and for the consideration referred to in that deed, the parties wish to enter into this assignment document.

Agreed terms

1 Interpretation

1.1 Definitions

In this document:

Assignor means a party, being Ventracor or Ventrassist, assigning its right title and interest in a Trade Mark under this deed.

Claim means any claim, action, liability, proceeding, allegation, suit or demand, of any kind including contingent claims and any claim that may arise or relate to events occurring prior to the date of this document.

Encumbrances means an interest or power:

- (a) reserved in or over an interest in any asset; or
- (b) created or otherwise arising in or over any interest in any asset under any mortgage, charge, pledge, lien, hypothecation, trust or bill of sale or other security interest created by operation of law or otherwise,

by way of security for the payment of a debt or other monetary obligation or the performance of any other obligation.

Intellectual Property Asset Purchase Deed is a separate deed dated the same date as this document amongst Ventracor, Ventrassist and the Assignee.

Intellectual Property Rights means any industrial and intellectual property rights throughout the world and for the duration of the rights including:

- (i) any patents, copyright including future copyright, registered or unregistered trade marks or service marks, trade names, brand names, registered or unregistered designs, commercial names, circuit layouts, database rights;
- (ii) any inventions, discoveries, processes, methods, trade secrets, know-how, computer software, confidential information and scientific, technical and product information;
- (iii) the right to apply for any industrial and intellectual property rights; and
- (iv) any other similar or analogous rights and any intellectual or industrial rights whether now existing or which come into existence in the future.

Territory means the world.

Trade Marks means the registered trade marks and pending trade mark applications listed in the **Schedule**.

1.2 Construction

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) "includes" means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
 - (i) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (ii) a right includes a benefit, remedy, discretion or power;
 - (iii) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
 - (iv) writing includes any mode of representing or reproducing words in tangible and permanently visible form;
 - (v) this document includes all schedules to it; and
 - (vi) a clause or schedule is a reference to a clause or schedule, as the case may be, of this document; and
- (g) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

1.3 Headings

Headings do not affect the interpretation of this document.

2 Assignment

- (a) The Assignor assigns absolutely to the Assignee all its rights, title and interest (both legal and beneficial) in, to, and under the Trade Marks, including all Intellectual Property Rights in and subsisting in the Trade Marks, throughout the Territory for the remainder of the term of those rights, including all renewals and extensions.
- (b) The assignment in **clause 2(a)** includes any rights of the Assignor to take action against any third party for trade mark infringement or any other cause of action in connection with the Trade Marks arising prior to the date of this document.

3 Warranties and Undertakings

- (a) Each Assignor represents, warrants and undertakes to the Assignee that:
- (i) it has full power to enter into this document and to give the warranties, covenants and indemnities contained in this document; and
 - (ii) in relation to each Trade Mark in respect of which it is shown as an owner or applicant in the Schedule or has legal or beneficial rights as an owner or applicant:
 - (A) it owns all right, title and interest in, to, and under the Trade Mark;
 - (B) the Trade Mark is free from all Encumbrances;
 - (C) except as provided in the Intellectual Property Asset Purchase Deed, it has not assigned, licensed or otherwise transferred any right, title or interest in the Trade Mark to any third party and neither has it undertaken or promised to do so;
 - (D) it is not aware of any third party having any right against it or the Assignee in relation to the Trade Marks or any right to procure removal of any of the Trade Marks from any register of Intellectual Property Rights anywhere in the Territory;
 - (E) each of the Trade Marks is presently subsisting and the particulars of each as set out in the **Schedule** are true and correct; and
 - (F) it is not aware of any fact which may cause the Trade Marks to be declared invalid, or any claim as a result of which the Trade Marks should be amended.
- (b) Each Assignor undertakes that it will not challenge, oppose or make any claim concerning:
- (i) use of the Trade Marks by the Assignee or by a licensee of the Assignee; or
 - (ii) the validity of the registration of the Trade Marks,
- and must not voluntarily assist any third party to so challenge, oppose or make any such claim.

4 General

4.1 Variation in writing

No provision of this document may be varied other than in writing executed by the parties to this document.

4.2 No assignment

- (a) An Assignor must not assign any right or obligation under this document without the Assignee's prior written consent, such consent not to be unreasonably withheld.
- (b) The Assignee may assign its rights and obligations under this document without the prior consent of either Assignor.

4.3 Costs

Each party must bear and is responsible for its own costs (including legal costs) and expenses in connection with the preparation, negotiation, execution, completion and carrying into effect of this document and any document envisaged by this document.

4.4 No waiver

A single or partial exercise or waiver of a right relating to this document does not prevent any other exercise of that right or the exercise of any other right. A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

4.5 Counterparts


This document may be executed in any number of counterparts. All counterparts together will be taken to constitute one and the same instrument.

4.6 Governing law and jurisdiction


- (a) This document is governed by and is to be construed in accordance with the laws in force in the State of New South Wales.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

Executed as a deed.

Executed by Ventracor Limited (In Liquidation))

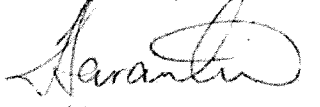

.....
Authorised signatory

STEVEN SHERMAN
.....
Name of Authorised signatory (print)



.....
Authorised signatory Witness

JIM SARANTINOS
.....
Name of Authorised signatory (print)
Witness

Executed by Ventrassist Pty Limited)


Witness

JIM SARANTINOS


.....
Authorised signatory

STEVEN SHERMAN
.....
Name of Authorised signatory (print)

Executed by Thoratec Corporation)

.....
Company Secretary/Director

.....
Name of Company Secretary/Director
(print)

.....
Director

.....
Name of Director (print)

Executed by Ventracor Limited (In Liquidation))
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Authorised signatory

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Authorised signatory

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Name of Authorised signatory (print)

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Name of Authorised signatory (print)

Executed by Ventrassist Pty Limited)
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Authorised signatory

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Name of Authorised signatory (print)

Executed by Thoratec Corporation)
)

.....
Company Secretary/Director


.....
Director *President and CEO*

.....
Name of Company Secretary/Director
(print)

Gerhard F. Burbach
.....
Name of Director (print)

President and CEO

Schedule

Part A: Australia

Trade Mark	App #	Reg #	Owner/ Applicant
CardioView	832858	832858	Ventrassist Pty Limited
Circle Device in classes 9, 10, 42 and 44	927899	927899	Ventrassist Pty Limited
MICROMEDICAL	832856	832856	Ventrassist Pty Limited
POCKETVIEW	866780	866780	Ventrassist Pty Limited
VENTRACOR in classes 9, 10, 42 and 44	915734	915734	Ventrassist Pty Limited
VENTRASCOPE in classes 9 and 10	1171446	1171446	Ventrassist Pty Limited
VENTRASSIST in classes 9 and 10	832855	832855	Ventrassist Pty Limited
VENTRASSIST in classes 9, 10, 42 and 44	927879	927879	Ventrassist Pty Limited
VENTRAVIEW in classes 9, 10, 42 and 44	927876	927876	Ventracor Limited
VENTRAVISION in classes 9 and 10	1096838	1096838	Ventrassist Pty Limited
YOUR PARTNER OF CHOICE in class 10	1163232	1163232	Ventrassist Pty Limited
VENTRACOR + CIRCLE DEVICE	1226190	1226190	Ventrassist Pty Limited
EVERLAST	N/A	N/A	Ventrassist Pty Limited
VENTRASSIST (logo form)	1250414	TBD	Ventrassist Pty Limited

Part B: Europe

Trade Mark	App #	Reg #	Owner/ Applicant
VENTRACOR in classes 9, 10, 42 and 44	2755197	2755197	Ventracor Limited
VENTRASCOPE in classes 9 and 10	928198	928198	Ventrassist Pty Limited
VENTRASSIST and device	1925080	1925080	Ventracor Limited
VENTRASSIST in classes 9 and 10	00192281 4	00192281 4	Ventracor Limited
YOUR PARTNER OF CHOICE in class 10	3501	921419	Ventrassist Pty Limited

Part C: Japan

Trade Mark	App #	Reg #	Owner/ Applicant
VENTRACOR in classes 9, 10, 42 and 44	2002- 075190	4711076	Ventrassist Pty Limited
YOUR PARTNER OF CHOICE in class 10	3501	921419	Ventrassist Pty Limited

Part D: New Zealand

Trade Mark	App #	Reg #	Owner/ Applicant
Circle Device In class 9	668804	668804	Ventracor Limited
Circle Device in class 10	668805	668805	Ventracor Limited
Circle Device In class 44	668807	668807	Ventracor Limited
Circle Device in class 42	668806	668806	Ventracor Limited
VENTRACOR In class 44	663871	663871	Ventracor Limited
VENTRACOR In class 42	663870	336870	Ventracor Limited
VENTRACOR in class 10	663869	663869	Ventracor Limited
VENTRACOR In classes 9, 10, 42 and 44	663868	663868	Ventracor Limited
VENTRASSIST In class 9	668800	668800	Ventracor Limited
VENTRASSIST In class 10	668801	668801	Ventracor Limited
VENTRASSIST in class 42	668802	668802	Ventracor Limited
VENTRASSIST In class 44	668803	668803	Ventracor Limited
VENTRAVIEW in class 9	668796	668796	Ventracor Limited
VENTRAVIEW in class 10	668797	668797	Ventracor Limited
VENTRAVIEW in class 42	668798	668798	Ventracor Limited
VENTRAVIEW in class 44	668799	668799	Ventracor Limited

Part E: USA

Trade Mark	App #	Reg #	Owner/ Applicant
Circle Device	78/568361	3205041	Ventracor Limited
VENTRACOR in classes 9, 10, 42 and 44	77/186777	2959341	Ventracor Limited
VENTRASCOPE in classes 9 and 10	79/040011	3418671	Ventrassist Pty Limited
VENTRASSIST in classes 9 and 10	76/154388	2958910	Ventracor Limited
YOUR PARTNER OF CHOICE in class 10	921419	3395149	Ventrassist Pty Limited

Part F: WIPO

Trade Mark	App #	Reg #	Owner/Applicant
VENTRASCOPE in classes 9 and 10	928198	928198	Ventrassist Pty Limited
VENTRAVISION in classes 9, 10, 42 and 44	MAN2264	902880	Ventrassist Pty Limited
YOUR PARTNER OF CHOICE in class 10	3501	921419	Ventrassist Pty Limited
VENTRACOR + CIRCLE DEVICE	5093	989101	Ventrassist Pty Limited