

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Medtronic A/S		07/27/2007	CORPORATION: DENMARK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alpine Biomed ApS		
<b>Street Address:</b>	Tonsbakken 16-18		
<b>City:</b>	Skovlunde		
<b>State/Country:</b>	DENMARK		
<b>Postal Code:</b>	DK-2740		
<b>Entity Type:</b>	CORPORATION: DENMARK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1945045	KEYPOINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)481-5028		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	858-481-5055		
<b>Email:</b>	cwithycombe@allenmatkins.com		
<b>Correspondent Name:</b>	Cheryl A. Withycombe		
<b>Address Line 1:</b>	12348 High Bluff Drive		
<b>Address Line 2:</b>	Suite 210		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92130		
<b>ATTORNEY DOCKET NUMBER:</b>	A7083-009		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Cheryl A. Withycombe		
<b>Address Line 1:</b>	12348 High Bluff Drive		
<b>Address Line 2:</b>	Suite 210		

CH \$40.00 1945045

Address Line 4: San Diego, CALIFORNIA 92130

NAME OF SUBMITTER:

Cheryl A. Withycombe

Signature:

/Cheryl A. Withycombe/

Date:

06/16/2008

Total Attachments: 4

source=Alpine Medtronic Assign#page1.tif

source=Alpine Medtronic Assign#page2.tif

source=Alpine Medtronic Assign#page3.tif

source=Alpine Medtronic Assign#page4.tif

## BILL OF SALE

WHEREAS, Medtronic A/S, a company organized under the laws of Denmark ("Seller") and Alpine Biomed ApS, a company organized under the laws of Denmark ("Buyer"), are parties to that certain Asset Purchase Agreement dated June 13, 2007 (the "Purchase Agreement"), pursuant to which Seller is selling certain assets of Seller to Buyer.

NOW, THEREFORE, Seller, for good and valuable consideration received in accordance with the terms of the Purchase Agreement, does hereby sell, transfer, assign, convey and deliver to Buyer, and pursuant to the Purchase Agreement shall cause each Selling Affiliate (as defined in the Purchase Agreement) to sell, transfer, assign, convey and deliver to Buyer, all of Seller's and each Selling Affiliate's right, title, and interest in and to all of the Purchased Assets (as defined in the Purchase Agreement), free and clear of all Liens (as defined in the Purchase Agreement) other than Permitted Encumbrances (as defined in the Purchase Agreement), effective as of the date hereof:

TO HAVE AND TO HOLD all of the Purchased Assets unto Buyer, its successors and assigns.

All representations, warranties, and covenants of Seller and of Buyer contained in the Purchase Agreement are incorporated herein by reference. In the event of any ambiguity or conflict between the terms hereof and the Purchase Agreement, the terms of the Purchase Agreement shall be controlling. Nothing contained herein shall be deemed to amend any provision of the Purchase Agreement.

This Bill of Sale shall be construed and enforced in accordance with and governed by the internal laws of the State of Minnesota.

*(Signatures on Following Page)*

IN WITNESS WHEREOF, Seller has executed this instrument as of 7-27-07.

MEDTRONIC A/S

By: 

Name: ERIK JENSEN

Title: BUSINESS DIRECTOR

*Signature page to Bill of Sale*

**Schedule 2.1(f)**  
**Transferred Intellectual Property**

- KEYPOINT [U.S. trademark registration No. 1,945,045, Japanese trademark registration No. 3,238,421, and European trademark registration No. 4,951,596]
- KEYPOINT.NET [common law mark, although KEYPOINT is registered]
- KEYPOINT Design [Japanese trademark registration No. 4,235,054]



- HUSH [U.S. trademark registration No. 2,283,766]
- DANTEC [Danish trademark registration No. VR 1995 08581]
- BO-JECT [common law mark]
- CLAVIS [common law mark]
- DCN [product name]
- DMN [product name]

**Schedule 3.1 (b)**  
**Registered Trademarks**

- KEYPOINT [U.S. trademark registration No. 1,945,045, Japanese trademark registration No. 3,238,421, and European trademark registration No. 4,951,596]
- KEYPOINT Design [Japanese trademark registration No. 4,235,054]



- HUSH [U.S. trademark registration No. 2,283,766]
- DANTEC [Danish trademark registration No. VR 1995 08581]