

02-11-1999

U.S. Department of Commerce  
Patent and Trademark Office

Recordatic  
TRAD



100963994

To the Honorable Commissioner of Patents and Trademarks: Please record the attached

1. Name of conveying party(ies):  
Midas Rex, L.P. 28.99

Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation - State  
 Other

Additional name(s) of conveying Party(ies) attached?  
 Yes             No

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement             Change of Name  
 Other

Execution Date: October 16, 1998

2. Name and address of receiving party(ies):  
 Name: Medtronic PS Medical, Inc.  
 Internal Address: Medtronic PS Medical, Inc.  
 Street Address: 7000 Central Ave., NE  
 City: Minneapolis State: MN Zip 55432

Individual(s) citizenship  
 Association  
 General Partnership:  
 Limited Partnership:  
 Corporation - State: California  
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designation must be a separate document from Assignment)  
 Additional Name(s) & address(es) attached:  
 Yes             No

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s): 75/520174                      B. Trademark Registration No.(s): 1749994; 1435398; 1563872

Additional numbers attached?  Yes             No

5. Name and address of party to whom correspondence concerning documents should be mailed:  
 Name: Anna C. Silva, Esq.  
 Internal Address: Gibson, Dunn & Crutcher  
Telesis Tower, 31st Floor  
 Street Address: One Montgomery Street  
 City San Francisco State CA Zip 94104

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 115.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 50-0440  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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

Anna C. Silva                                            2/2/99  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments and document:       

OMB No. 0651-0011

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing this document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

FA990320.119/1+

TRADEMARK  
REEL: 1852 FRAME: 0964

**TRADEMARK ASSIGNMENT**

WHEREAS, Midas Rex, L.P., a Delaware limited partnership whose sole general partner is Midas Rex Management LLC ("Assignor"), is the owner of certain trademarks, trademark applications and trademark registrations listed on Exhibit A hereto, ("the Marks"); and

WHEREAS, Medtronic PS Medical, Inc., a California corporation, ("Assignee") is desirous of acquiring the Marks and the registrations thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, together with the goodwill of the business associated therewith and the registrations thereof, as set forth on Exhibit A hereto.

This Assignment includes all rights in the nature of trademark, service mark, and trade name rights, as well as the right to sue for past infringement by any third party.

Assignor further agrees to execute and deliver without further consideration any further applications, assignments or other documents and to perform such other lawful acts as Assignee, its successors and assigns may deem reasonably necessary to fully secure, maintain and enforce its rights, title or interest as specified herein.

Dated: October 16, 1998

MIDAS REX, L.P.

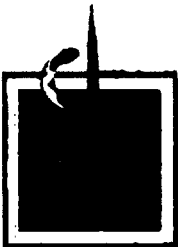

By: MIDAS REX MANAGEMENT LLC,  
general partner

By: Jane Mitchell  
Dr. Jane M. Mitchell  
Chairman and Chief Executive Officer

2106033-1  
(18974-071603)



**EXHIBIT A**

| REGISTRATION OR SERIAL NUMBER | DATE OF APPLICATION/ISSUE | STATUS     | MARK  |
|-------------------------------|---------------------------|------------|---|
| 75/520,174                    | July 16, 1998             | Pending    |            |
| 1,749,994                     | February 2, 1993          | Registered | MIDAS  REX |
| 1,563,872                     | October 31, 1989          | Registered | MIDAS REX   |
| 1,435,398                     | April 7, 1987             | Registered | MIDAS REX   |