



**ASSIGNMENT OF TRADEMARKS**

This ASSIGNMENT OF TRADEMARKS made as of the 9<sup>th</sup> day of January 2008, ~~November, 2007,~~ by **Heartport, Inc.**, a corporation of the state of Delaware, ("Assignor") to **Edwards Lifesciences AG**, a Swiss corporation ("Assignee").

**RECITALS:**

**WHEREAS**, pursuant to that certain Asset Purchase Agreement dated as of November     , 2007 (the "Asset Purchase Agreement") by and between Ethicon, Inc., a New Jersey corporation acting through its CardioVations division, and Edwards Lifesciences LLC, a Delaware limited liability company, Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Transferred Trademarks (as defined in the Asset Purchase Agreement) of Assignor. Pursuant to the Asset Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

**WHEREAS**, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor's worldwide right, title and interest in Transferred Trademarks as listed on Schedule A annexed hereto and incorporated herein by reference.

**NOW, THEREFORE**, Assignor, for and in exchange for the payment of the purchase price set forth in the Asset Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Transferred Trademarks, and all the rights appurtenant thereto, together with the goodwill of the business associated therewith and which is symbolized thereby, all common law rights, all rights to sue for any past infringement or unauthorized use of any Transferred Trademarks and to recover all damages therefrom for its own use and behalf and for the use and behalf of its successors and assigns or other legal representatives, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks not been made.

Assignor will, during the 12-month period after execution of this Assignment, provide reasonable assistance to Assignee in connection with the execution and provision of information necessary for Assignee to draft and record required assignment documents.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

**Schedule A**

**U.S. Trademark Registration No.**

**Mark**

2,361,268

ENDOCLAMP

2,229,395

ENDORETURN

2,211,561

ENDOVENT

2,486,446


PORTACESS and design

2,297,904

QUICKDRAW

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademarks as of the date first above written.

**Heartport, Inc.**

By:  (SEAL)

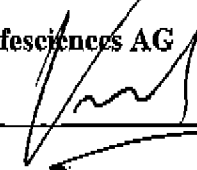
Brian S. Tomko  
(Type or Print Name of Person Signing)

Its: Assistant Secretary

Witness: 

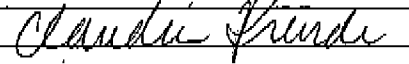
Mary L. Torre  
(Type or Print Name of Witness)

**Edwards Lifesciences AG**

By:  (SEAL)

Patrick Verguet, Director  
(Type or Print Name of Person Signing)

Its: \_\_\_\_\_

Witness: 

Claudia Previde  
(Type or Print Name of Witness)