

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
Sutura, Inc.		01/05/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Whitebox Advisors, LLC		
Street Address:	3033 Excelsior Blvd		
Internal Address:	Suite 300		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55416		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3400295	HEARTSTITCH	
Registration Number:	3667420	KWIKNOT	
Registration Number:	3508187	SUPERSTITCH	
Registration Number:	2473994	SUTURA	
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:	Medtronic, Inc.		
Address Line 1:	710 Medtronic Parkway		
Address Line 2:	LC 340		
Address Line 4:	Minneapolis, MINNESOTA 55432-5604		
ATTORNEY DOCKET NUMBER:	NOBLES ACQU. LG09734.100		

CH \$115.00 3400295

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**TRADEMARK
 REEL: 004469 FRAME: 0268**

NAME OF SUBMITTER:	Cindy L. Evenson
Signature:	/Cindy L. Evenson/
Date:	02/07/2011
Total Attachments: 3 source=Conf of assignment from Sutura to Whitebox#page1.tif source=Conf of assignment from Sutura to Whitebox#page2.tif source=Conf of assignment from Sutura to Whitebox#page7.tif	

CONFIRMATION OF PATENT AND TRADEMARK ASSIGNMENT

WHEREAS, Sutura, Inc. ("Sutura"), a Delaware corporation, entered into a Collateral Surrender Agreement dated July 3, 2009 with Whitebox Advisors, LLC ("Collection Agent"), as collection agent for Pandora Select Partners, L.P., Whitebox Hedged High Yield Partners, L.P., Whitebox Convertible Arbitrage Partners, L.P., Whitebox Intermarket Partners, L.P., Gary S. Kohler and Scot W. Malloy (together the "Secured Parties"), surrendering and assigning to the Secured Parties certain intellectual property assets defined below and hereinafter referred to as the "Intellectual Property", including, but not limited to, those assets identified in Schedules A and B hereto;

AND WHEREAS, it is desired, by this Memorandum, to confirm the assignment of the Intellectual Property to the Secured Parties:

NOW, THEREFORE, Sutura hereby confirms and acknowledges that as set forth in the Collateral Surrender Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, Sutura has assigned, transferred, conveyed and delivered to the Secured Parties all of Sutura's right, title and interest to the following Intellectual Property:

- (i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such patents and patent applications as described in Schedule A hereto), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
- (ii) all state (including common law), federal and foreign trademarks, service marks and trade names, URLs and domain names, and applications for registration of such trademarks, service marks and trade names, URLs and domain names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such marks, names and applications as described in Schedule B hereto), whether registered or unregistered and whenever registered, all rights to sue for past, present or future infringement or uncontested use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof; and
- (iii) the entire goodwill of or associated with the businesses connected with and symbolized by any of the aforementioned properties and assets;
- (iv) all general intangibles (as defined in the UCC); and
- (v) all products and proceeds of any and all of the foregoing.

And Sutura does hereby confirm that Sutura has sold, assigned, transferred, conveyed and delivered to the Secured Parties all claims for damages and all remedies arising out of any violation of any and all rights assigned hereby that may have accrued prior to the date of assignment to the Secured Parties, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Intellectual Property before or after issuance.

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IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 5 day of January, 2010.

SUTURA, INC.

By: DAK
David Kernan

Title President

SCHEDULE B TRADEMARKS

BECAUSE CLOSURE SHOULD BE THE SIMPLEST PART OF THE PROCEDURE

HEARTSTITCH

KWIKNOT

SIMPLIFYING CLOSURE WITH SURGICAL PRECISION

SUPERSTITCH

SUTURA

REGISTRATIONS

COUNTRY	MARK	CLASS	APP NO./ APP. DATE	REG. NO./ REG. DATE
USA	HEARTSTITCH	10	77/139,342 03-23-2007	3,400,295 03-18-2008
European Community	KWIKNOT	10	7,142,318 08-07-2008	7142318 6-23-2009
USA	KWIKNOT	10	77/406,725 02-26-2008	3667420 8-11-2009
European Community	SUPERSTITCH	10	7,142,243 08-07-2008	7142243 6-23-2009
USA	SUPERSTITCH	10	75/248,304 02-26-1997	2,239,885 04-13-1999
USA	SUPERSTITCH	10	77/406,705 02-26-2008	3,508,187 09-30-2008
USA	SUTURA	10	75/529,111 07-31-1998	2,473,994 07-31-2001

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