Exhibit 10.36  
  
 Amendment No. 1  
  
 Dated as of May 29, 1997  
 to the Pledge Agreement  
  
  
  
 This Amendment No. 1 (the "Amendment") to that certain Pledge Agreement  
(the "Pledge Agreement") dated February 14, 1996 made by Xxxxxxxx Xxxxxx, Inc.,  
a Massachusetts corporation (the "Pledgor") to Nitinol Medical Technologies  
Inc., a Delaware corporation (the "Pledgee"), is made as of May 29, 1997. All  
capitalized terms used herein and not otherwise defined shall have the meanings  
ascribed to such terms in the Pledge Agreement.  
  
 Recitals  
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 WHEREAS, pursuant to Section 1 of the Pledge Agreement, Pledgor granted to  
Pledgee a continuing first priority security interest in the Parent Common Stock  
owned by Pledgor evidenced by the certificates listed on Schedule A thereto; and  
  
 WHEREAS, the parties hereto wish to amend the Pledge Agreement to release  
therefrom an aggregate of 10,628 shares (20,192.85 shares on a pre-split basis)  
of Parent Common Stock.  
  
 NOW THEREFORE, in consideration of the foregoing and for other good and  
valuable consideration, receipt of which is hereby acknowledged, the parties  
agree as follows:  
  
 1. Amendment to Schedule A. Schedule A is hereby deleted in its entirety  
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and replaced with Schedule A attached hereto.  
  
 2. Miscellaneous  
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 2.1 Governing Law. This Amendment shall be governed by, and  
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construed and enforced in accordance with, the laws of the State of Delaware.  
  
 2.2 Successors and Assigns. Except as otherwise provided herein, the  
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provisions hereof shall inure to the benefit of, and be binding upon the  
successors, assigns, heirs, executors and administrators of the parties hereto.  
  
 2.3 Remaining Agreement. Except as amended hereby, the Pledge  
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Agreement shall remain in full force and effect in all respects.  
  
 2.4 Counterparts. This Amendment may be executed in any number of  
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counterparts, each of which shall be an original, but all of which together  
shall constitute one instrument.  
  
   
 IN WITNESS WHEREOF, this Amendment No. 1 to the Pledge Agreement is hereby  
executed as of the date first above written pursuant to Section 12 of the Pledge  
Agreement by the Pledgor and the Pledgee.  
  
 XXXXXXXX XXXXXX, INC.  
  
  
 By: /s/ R. Xxxx Xxxxxxxx  
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 Name: R. Xxxx Xxxxxxxx  
 Title: Chairman  
  
 NITINOL MEDICAL TECHNOLOGIES, INC.  
  
  
 By: /s/ Xxxxxx X. Xxxxx  
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 Name: Xxxxxx X. Xxxxx  
 Title: President and Chief Executive Officer  
  
   
 SCHEDULE A  
  
  
  
Registered Owner Number Number of Shares  
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Xxxxxxxx Xxxxxx, Inc. Common Stock 504,008  
 Certificate  
 No. 0333  
Xxxxxxxx Xxxxxx, Inc. Share Purchase Warrant 212,455  
 No. FS-1