

MRD 6-12-98

Docket No.: ITM-545

FORM PTO-1595 (Modified)
(Rev. 8-93)
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06-22-1998

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



Tab settings

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attached original documents or copy thereof

1. Name of conveying party(ies):

Robert L. Pauly
Travis H. Bendele

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: SULZER INTERMEDICS INC.

Internal Address:

Street Address: 4000 Technology Drive

City: Angleton State: TX ZIP: 77515

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: June 1, 1998

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: June 1, 1998

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John R. Merkling

Internal Address: SULZER MEDICA USA INC.

Street Address: 4000 Technology Drive

City: Angleton State: TX ZIP: 77515

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

09-0473

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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.

John R. Merkling

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 3

PATENT
REEL: 9246 FRAME: 0024

30549 U.S. PTO
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06/12/98

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06/17/1998 JUNE 17 1998
02 FC:581

A S S I G N M E N T

In consideration of our technology purchase agreement(s) or employee agreement(s) with **SULZER INTERMEDICS INC.**, the sum of \$1.00 paid in hand, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we Robert L. Pauly resident of Friendswood, Texas and Travis H. Bendele resident of Devine, Texas hereby severally assign, transfer, and deliver to **SULZER INTERMEDICS INC.**, a Delaware corporation, having offices at Angleton, Texas, U.S.A., its successors and assigns (collectively referred to as "**SULZER INTERMEDICS**"), the entire right, title and interest throughout the world to and in our invention(s) **IMPLANTABLE DEVICE WITH OPTICAL TELEMETRY** (Atty. Docket #ITM-545), the application for United States patent on the invention signed on even date herewith as well as all continuations and divisions of that application, and all patents granted on that and any other application(s) on the invention(s) in the United States and elsewhere, together with the exclusive right to make application for patents and similar protection, reissues, renewals and extensions on the invention(s) in the U.S. and foreign countries, and we hereby request the U.S. Commissioner of Patents and Trademarks and the corresponding official(s) having the authority to issue patents in any foreign country(ies) to issue patents on the invention(s) to **SULZER INTERMEDICS**. We confirm that we have not made any agreement in conflict with this Assignment. We promise and agree that we will promptly sign and deliver such other documents, provide such evidence and other information within our knowledge or belief, and do all other relevant things that **SULZER INTERMEDICS** may reasonably deem necessary or desirable and request of us in connection with obtaining or maintaining any of the patents, or in connection with any proceeding, controversy or litigation pertaining to any of the applications or patents, or in order to perfect, protect or enforce **SULZER INTERMEDICS** ownership of the right, title and interest conveyed by this Assignment, or in connection with any other matter relating to or arising out of this Assignment, and that we will do all of these things without need for further

payment of money or other consideration to ourselves on the understanding that **SULZER INTERMEDICS** will bear all reasonable expenses actually incurred for or in connection with such matters. This Assignment and the obligations we have assumed by signing this document shall be binding on our respective legal representatives.

5/22/98
Date

Robert L. Pauly
Inventor's Signature

Robert L. Pauly
(Type Inventor's Name)

June 1, 1998
Date

Travis H. Bendele
Inventor's Signature

Travis H. Bendele
(Type Inventor's Name)