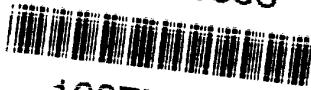


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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks:

ached original documents or copy thereof.

1. Name of conveying party(ies): **WILLIAM BANKO**
NRD
6-12-98
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: **SURGICAL DESIGN CORPORATION**
Internal Address:
Street Address: **4253 21st Street**
City: **Long Island City** State: **New York** Zip: **11101**
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: **JUNE 12, 1998**

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is:
A. Patent Application No.(s)
08/730,851
FILED ON OCTOBER 17, 1996

B. Patent No.(s)
JUNE 12, 1998
6/12/98 J. DeLuca
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Darby & Darby P.C.**
Internal Address:
Street Address: **805 Third Avenue, 27th Floor**
City: **New York** State: **New York** Zip: **10022-7513**

6. Total number of applications and patents involved: **1**
7. Total fee (37 CFR 3.41):.....**\$40.00**
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
04-0100
(Attach duplicate copy of this page if paying by deposit account)

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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.
EUGENE L. SZCZECINA, JR.
Name of Person Signing *Eugene Szczecina, Jr.* Signature **June 12, 1998** Date

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

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

PATENT

REEL: 9282 FRAME: 0677

File No: 7290/1B959-US1

ASSIGNMENT

WILLIAM BANKO, a citizen of the United States of America; residing at 300 East 62nd Street, New York, New York 10021

hereinbelow called "Assignor", has made a certain invention entitled

ULTRASONIC SURGICAL INSTRUMENT

described in the patent application Serial No. 08/730,851, filed on October 17, 1996;

WHEREAS, **SURGICAL DESIGN CORPORATION**, a corporation organized and existing under and by virtue of the laws of the State of New York, and having offices and doing business at **4253 21st Street, Long Island City, New York 11101** and elsewhere, hereinbelow called "Assignee", is desirous of securing the entire right, title and interest in and to the said invention, application and Letters Patent, when granted, and in and to any divisions, divisions, continuations, improvements, reissues or extensions that may be made or granted thereon;

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar (\$1.00) to me in hand paid by the said Assignee, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, I, the said Assignor have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over unto the said Assignee, its successors and assigns, the entire right, title and interest throughout the world in and to the said invention, application and Letters Patent, when granted, and in and to any divisions, continuations, improvements, reissues or extensions that may be made or granted on any of them;

TO HAVE AND TO HOLD the same to the full end of the term or terms for which said Letters Patent may be granted, as fully and completely as the same might be held by me had this sale and assignment not been made.

For the consideration aforesaid, I hereby covenant and agree to and with the said Assignee, its successors and assigns, that whenever its counsel or representative, or the counsel or representative of its successors or assigns, shall advise that an amendment to, or a division of, or any other proceeding or action in connection with said application or invention, including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension of said Letters Patent is lawful and desirable, I will sign all papers and drawings, take all

rightful oaths and affidavits, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue or continuation or extension of the same, and will do all acts necessary or required to secure to the said Assignee, its successors, and assigns, the title to and full benefit of all rights hereby assigned, without charge to said Assignee or its successors or assigns, but at its or their expense;

AND the Commissioner of Patents and Trademarks is requested to issue the said Letters Patent, when granted, in accordance with this sale and assignment.

For the consideration aforesaid, I have sold, assigned, transferred and set over and by these presents do sell, assign, transfer and set over unto the said Assignee, its successors, and assigns, or the nominees of any of them, the entire right, title and interest in and to any and all Letters Patent for said invention, which may be granted in countries foreign to the United States, and in and to any applications for Letters Patent, which may be filed for said invention in countries foreign to the United States, and in and to the invention described in said applications; and I hereby authorize and empower said Assignee and its successors, assigns or nominees, to apply for Letters Patent or other form of protection on aid invention in its own name or in the name of its successors, assigns or nominees, in any or all countries where it may desire to file such application, and where said application may be filed by another than the inventor; and I hereby covenant and agree to sign all papers and drawings, take all rightful oaths, execute all rightful affidavits, and do all acts necessary or required to be done for the procurement and maintenance of Letters Patent or other form of protection for said invention in countries foreign to the United States, and for further investing or confirming the right and title thereto in the Assignee, its successors, assigns or nominees, without charge to said Assignee, its successors, assigns or nominees, but at its or their expense.

This Assignment is effective as of October 17, 1996.

I declare under penalty of perjury under the laws of the United States of America that I have signed this document as my own free act and that all of the foregoing is true and correct.

Date: June 12 1998





WILLIAM BANKO, Inventor

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