

MRD

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08-07-1998



Docket No.: ITM-508

ET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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100787521

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

Arthur J. Lucchesi
Paul R. Spehr
Michael C. Smith

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 07/10/98

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

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: 07/10/98

A. Patent Application No.(s)

09/123659

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:

50-0635

DO NOT USE THIS SPACE

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

ASSIGNMENT

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 **Arthur J. Lucchesi** resident of Sugarland, Texas; **Paul R. Spehr** resident of Lake Jackson, Texas and **Michael C. Smith** resident of Lake Jackson, 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) **CARDIAC LEAD WITH ACTIVE FIXATION AND BIOCOMPATIBLE LUBRICANT** (Atty. Docket #ITM-508), 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 I have assumed by signing this document shall be binding on our respective legal representatives.

7/10/98
Date

Arthur J. Lucchesi
Inventor's Signature

Arthur J. Lucchesi
(Type Inventor's Name)

7/8/98
Date

Paul R. Spehr
Inventor's Signature

Paul R. Spehr
(Type Inventor's Name)

7/8/98
Date

Michael C. Smith
Inventor's Signature

Michael C. Smith
(Type Inventor's Name)