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09-03-1998

2 SHEET

Commissioner of Patent and Trademarks



100806740

Please record the attached original documents or copy them.

<p>1. Name of conveying party(ies):</p> <p style="text-align: center;">Xylog Corporation</p> <p style="font-size: 2em; text-align: center;">MRD 8-25-98</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Ethicon, Inc.</p> <p>Street Address: U.S. Route 22 West</p> <p>City: Somerville State: NJ Zip: 08876</p> <p>Additional name(s) &amp; address(es) attached?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: August 19, 1998</p>	
<p>4. Application number(s) or patent number(s): 07/589,794, Patent No. 5,108,366</p> <p>If this document is being filed together with a new application, the execution date of the application is:</p> <p>A. Patent Application No.(s) _____ B. Patent No.(s) _____</p> <p style="text-align: right;">Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Audley A. Ciamporero, Jr., Esq. Chief Patent Counsel Johnson &amp; Johnson One Johnson &amp; Johnson Plaza New Brunswick, NJ 08933-7003</p>	<p>6. Total number of applications &amp; patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) ..... <u>\$40.00</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged to Deposit Account</p> <p>8. Deposit Account Number: 10-0750/ETH/ERS</p>
<p>9. Statement and signature</p> <p><i>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.</i></p> <p>E. Richard Skula _____ August 21, 1998  Signature Date</p> <p>Total number of pages including cover sheet, attachments, and document: 5</p>	

09/02/1998 BUYEN 00000039 100750 07589794

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Mail documents to be recorded with required cover sheet information to:

Box Assignments  
Commissioner of Patent and Trademarks  
Washington, D.C. 20231

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## PATENT

## ASSIGNMENT

WHEREAS, XYLOG CORPORATION, a New Jersey corporation, having offices at 100 Hollister Road, Teterboro, New Jersey, 07608 ("Assignor"), has certain rights and title to the U. S. patent No. 5,108,366 and corresponding foreign patents as set forth on the attached Schedule A (all such technology referred to herein as the "Technology/Intellectual Property"); and

WHEREAS, ETHICON, INC., a New Jersey corporation ("Assignee"), is desirous of acquiring an interest in the Technology/Intellectual Property:

For good and valuable consideration, receipt of which is hereby acknowledged by Assignor, Assignor has assigned, and by these presents does assign to Assignee all of Assignor's right, title and interest in and to the Technology/Intellectual Property and to all foreign counterparts (including patent, utility model and industrial designs), and all future improvements thereon developed by Assignee, and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world; and further including: (i) all income, royalties, and damages now and hereafter due and/or payable to Assignor, including without limitation, damages and payments for past or future infringements and misappropriations thereof; (ii) all rights to sue for past, present and future infringements or misappropriations thereof; and (iii) all rights corresponding to any of the above throughout the world. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

Assignor further agrees, in compliance with the Asset Purchase Agreement executed between Assignor and Assignee, that Assignor will, without charge to Assignee, but at Assignee's expense, (a) cooperate with Assignee in the prosecution of U.S. Patent applications and foreign counterparts on the Technology/Intellectual Property and any improvements, (b) execute, verify, acknowledge and deliver or cause to be delivered all such further papers, including patent applications and instruments of transfer and (c) perform such other acts as Assignee lawfully may request to obtain or maintain Letters Patent and Registrations for the Technology/Intellectual Property and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized officer on the date set forth below.

XYLOG CORPORATION

By: *Samuel Dickstein*  
Samuel Dickstein  
Vice President/New Business  
Development and Technology

Dated: *Aug. 19, 1998*

[Corporate Seal]

STATE OF NEW JERSEY )  
COUNTY OF *Middlesex* ) ss.

On *August 19, 1998*, before me, *Gisela Perez*, Notary Public, personally appeared *Samuel Dickstein* personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Gisela Perez*

(Seal)

**GISELA PEREZ**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires October 13, 1998

ETHICON, INC., Assignee

By: *E.R. Skula*  
E. R. Skula  
Title: Assistant Secretary  
Dated: 8/20/98

[Corporate Seal]

STATE OF NEW JERSEY )  
COUNTY OF Middlesex ) ss.

On August 20, 1998 before me, Margaret B. Ceneqy Notary Public, personally appeared E. R. Skula, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Margaret B. Ceneqy*  
**MARGARET B. CENEQY**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July 19, 2000

(Seal)

**Schedule A**

Assignment from  
**XYLOG CORPORATION** to  
**ETHICON, INC.**

<u>PATENT NO.</u>	<u>DATE ISSUED</u>	<u>SERIAL NO.</u>	<u>DATE FILED</u>	<u>TITLE</u>	<u>ATTY DOCKET</u>
<b>ISSUED PATENT - USA</b>					
5,108,366	4/28/92	07/589,794	09/28/90	Delivery Catheter	10954.1

<u>PATENT NO.</u>	<u>DATE ISSUED</u>	<u>SERIAL NO.</u>	<u>DATE FILED</u>	<u>TITLE</u>	<u>COUNTRY</u>	<u>ATTY DOCKET</u>
<b>FOREIGN PATENTS:</b>						
2,049,756	08/13/96	2,049,756	08/23/91	Delivery Catheter	Canada	10954.1a
0478155	01/28/98	91308016.4	09/02/91	Delivery Catheter	Europe	10954.1b
632,977	05/28/93	82537/91	08/16/91	Delivery Catheter	Australia	10954.1c
2500161	03/01/96	249490/91	09/27/91	Delivery Catheter	Japan	10954.1d