

11-20-1998

U.S. DEPARTMENT OF COMMERCE

HEET
11-16-98



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Patent and Trademark Office
Docket No. 10400-010002

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

1. Name of conveying party(ies):
Jeffrey J. Prior; Donald G. Wallace; David H. Sierra;
Frank A. DeLustro

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

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

Name: Cohesion Technologies, Inc.
Internal Address:
Street Address: 2500 Faber Place
City, State ZIP: Palo Alto, CA 94303

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other:

Execution Date: 11/04/98; 10/30/98; 10/19/98; 10/29/98

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)
09/099,126

B. Patent No.(s)

Additional numbers attached? Yes No

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

Laurie A. Axford
Fish & Richardson P.C.
4225 Executive Square, Suite 1400
La Jolla, CA 92037

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

- Enclosed
- Authorized to be charged to deposit account, referencing Attorney Docket 10400-010002

8. Deposit account number: 06-1050

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 06-1050.

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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.

Name: Laurie A. Axford
Registration No: 35,053

Signature

Date

11/21/98

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

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

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Box Assignments
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Washington, D.C. 20231

PATENT
REEL: 9589 FRAME: 0096

**ASSIGNMENT
JOINT**

THIS ASSIGNMENT, by Jeffrey J. Prior, Donald G. Wallace, David H. Sierra, and Frank A. DeLustro (hereinafter referred to as the assignors), residing at 602 Spar Drive, Redwood City, California 94065; 290 Ringwood Avenue, Menlo Park, California 94025; 48 Middle Gate, Atherton, California 94027; and 2517 DeKoven Avenue, Belmont, California 94002, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in **COMPOSITIONS CONTAINING THROMBIN AND MICROFIBRILLAR COLLAGEN, AND METHODS FOR PREPARATION AND USE THEREOF**, set forth in an application for Letters Patent of the United States, having an oath or declaration executed on even date herewith; bearing Serial No. 09/099,126 and filed on June 17, 1998; and

WHEREAS, Cohesion Technologies, Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 2500 Faber Place, Palo Alto, California 94303 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

<u>11-4-98</u> Date	<u>Jeffrey J. Prior</u> Jeffrey J. Prior
<u>10/30/98</u> Date	<u>Donald G. Wallace</u> Donald G. Wallace
<u>10/28/98</u> Date	<u>David H. Sierra</u> David H. Sierra
<u>10/29/98</u> Date	<u>Frank A. DeLustro</u> Frank A. DeLustro