

MRP  
5.13.99

05-19-1999

Form PTO-1595  
6-93

RECORDATI  
P.



Department of Commerce  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please

101041074

1. Name of conveying party(ies):

C.R. Bard, Inc.

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

Name: Arterial Vascular Engineering, Inc.

Street Address: 3576 Unocal Place

City: Santa Rosa State: CA Zip Code: 95403

Additional name(s) of conveying party(ies) attached?  yes  no

3. Nature of Conveyance:

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

Execution Date(s): October 1, 1998

Country: United States

Additional name(s) & address(es) attached?  yes  no

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). 1. 08/883,261

B. Patent No(s). 1. 5,500,180

Additional numbers attached?  yes  no

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

Name: Medtronic AVE, Inc.

Internal Address: c/o Richard L. Klein

Street Address: 3576 Unocal Place

City: Santa Rosa State: CA Zip Code: 95403

6. Total number of applications and patents involved

2

7. Total fee (37 C.F.R. § 3.41).....\$ 80.00

Enclosed

Authorized to be charged to Deposit Account

8. Deposit Account Number: 19-0036

05/18/1999 JSHABAZZ 00000259 08883261

01 FC:581

80.00 DP

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.

Tracy-Gene G. Durkin  
Name of Person Signing  
Registration No. 32,831

*Tracy Durkin*  
Signature

5/13/99  
Date

Total number of pages including cover sheet, attachments and document 6

OMB NO. 0651-0011 (exp.4/94)

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

BARD PATENT ASSIGNMENT

THIS ASSIGNMENT, made this 1st day of October, 1998 by and between C. R. Bard, Inc., a New Jersey corporation, having a place of business at 730 Central Avenue, Murray Hill, New Jersey 07974 (hereinafter referred to as "ASSIGNOR"), and Arterial Vascular Engineering, Inc., a Delaware corporation, having a place of business at 3576 Unocal Place, Santa Rosa, California 95403 (hereinafter referred to as "ASSIGNEE").

W I T N E S S E T H :

WHEREAS, ASSIGNOR is the owner of the worldwide right, title and interest in and to certain patents and patent applications set forth on Schedule 1.1(b)(ix) of that certain Stock and Asset Purchase Agreement entered into between ASSIGNOR and ASSIGNEE on July 9, 1998, that Schedule modified by an August 31, 1998 Letter Amendment between ASSIGNOR and ASSIGNEE.

WHEREAS, Schedule A, attached hereto and made part of this Assignment, lists those patents and patent applications owned by ASSIGNOR, as reflected by Schedule 1.1(b)(ix) and as modified by the August 31, 1998 Letter Amendment (hereinafter as listed on Schedule A, "Bard Patent Rights").

WHEREAS, ASSIGNEE, by virtue of the Stock and Asset Purchase Agreement, is desirous of acquiring ASSIGNOR'S worldwide right, title and interest in and to said Bard Patent Rights, together with any and all patents throughout the world resulting therefrom;

NOW, THEREFORE, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by ASSIGNOR, ASSIGNOR does

hereby assign and transfer unto ASSIGNEE ASSIGNOR'S worldwide right, title and interest in and to said Bard Patent Rights and in and to all letters patents, United States and foreign, that may be granted therefrom, and the right to recover damages for past infringement thereunder, the same to be held and enjoyed by ASSIGNEE and its successors and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this Assignment and sale had not been made;

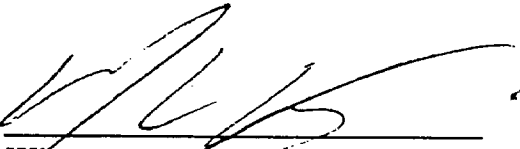
AND ASSIGNOR hereby authorizes and requests the United States Patent and Trademark Office, together with any and all officials of countries foreign to the United States whose duty it is to issue patents in those countries, to issue said letters patent, United States and foreign, in accordance with this Assignment;

AND for the consideration aforesaid, ASSIGNOR further covenants and agrees that it will, whenever reasonably requested, but without cost to itself, execute such papers that may be reasonably necessary to enable ASSIGNEE or its representatives, successors, nominees, or assigns to secure full and complete protection for said Bard Patent Rights hereby conveyed, or that may be reasonably necessary to vest in ASSIGNEE the complete title to said Bard Patent Rights hereby conveyed, and enable it to record said title.

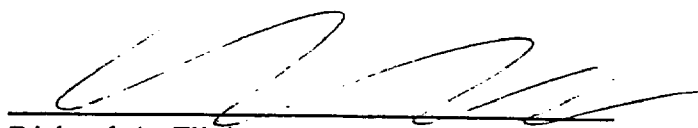
IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date and year first written above.

Signed and delivered for and on behalf of the said C. R. Bard, Inc.

in the presence of:


  
\_\_\_\_\_  
Witness

C. R. BARD, INC.

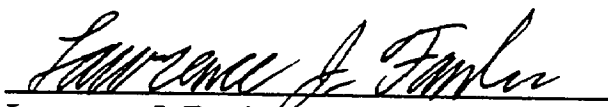
  
\_\_\_\_\_  
Richard A. Flink  
Senior Vice President, General Counsel and Secretary

Signed and delivered for and on behalf of the said Arterial Vascular Engineering, Inc.

in the presence of:

  
\_\_\_\_\_  
Witness

ARTERIAL VASCULAR ENGINEERING, INC.

  
\_\_\_\_\_  
Lawrence J. Fassler  
Vice President, General Counsel and Secretary

Schedule A  
Patent ASSETS of C. R. Bard, Inc

FILE NUMBER	TITLE	APPL NUMBER	DATE FILED	PATENT NUMBER	DATE ISSUED	COUNTRY	EXPIRATION DATE	COMMENTS
-------------	-------	-------------	------------	---------------	-------------	---------	-----------------	----------

**REDACTED**

FILE NUMBER	TITLE	APPL NUMBER	DATE FILED	PATENT NUMBER	DATE ISSUED	COUNTRY	EXPIRATION DATE	COMMENTS
-------------	-------	-------------	------------	---------------	-------------	---------	-----------------	----------

**REDACTED**

90-PDD-92-09 304107195	Method of Making a Distensible Dilatation Balloon Using a Block Copolymer	07954750	09/30/1992	5500180	03/19/1996	United States	03/19/2013	
---------------------------	---	----------	------------	---------	------------	---------------	------------	--

90-PDD-92-09CON 90-PDE-92-09	Distensible Dilatation Balloon with Elastic Stress Response and Manufacture Thereof	087883261	06/26/1997			United States		
---------------------------------	---	-----------	------------	--	--	---------------	--	--

**REDACTED**