

06-17-1999



101067838

PATENT FORM COVER SHEET

PATENTS ONLY

Ref.: 20076-11

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New



Resubmission (Non-Recordation)

Document ID#



Correction of PTO Error

Reel #

Frame #



Corrective Document

Reel #

Frame #

Conveyance Type

Assignment



Security Agreement



License



Change of Name



Merger



Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File



Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1)

Robert E. Michler

Execution Date
Month Day Year

03/15/99

Name (line 2)

Second Party

Name (line 1)

Shunichi Homma

Execution Date
Month Day Year

03/10/99

Name (line 2)

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)

The Trustees of Columbia University in the City of New York

Name (line 2)

If document to be recorded
is an assignment and the
receiving party is not
domiciled in the United
States, an appointment
of a domestic
representative is attached.
(Designation must be a
separate document from
Assignment.)

Address (line 1)

West 116th St. and Broadway

Address (line 2)

Address (line 3)

New York

NY

10027

City

State/Country

Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

06/11/1999 MTHA11 00000194 09242969

01 FC:581

80.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

PATENT

REEL: 010021 FRAME: 0576

Correspondent Name and Address

Area Code and Telephone Number

Name William H. Dippert, Esq.

Address (line 1) Cowan, Liebowitz & Latman, P.D.

Address (line 2) 1133 Avenue of the Americas

Address (line 3) New York, NY 10036-6799

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

4

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

09/242/969

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 80.00

Method of Payment:
Deposit Account

Enclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

03-3415

Authorization to charge additional fees:

Yes ☒ No ☐

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. Charges to deposit account are authorized, as indicated herein.

William H. Dippert

Name of Person Signing

William H. Dippert

Signature

6/7/99

Date

ASSIGNMENT

In consideration for One Dollar (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, we, the undersigned

ROBERT E. MICHLER and SHUNICHI HOMMA

Hereby sell, assign and transfer to The Trustees of Columbia University in the City of New York, a corporation of the State of New York, having a place of business at West 116th Street & Broadway, New York, in the County of New York and State of New York 10027, its successors, assigns and legal representatives, the entire right, title and interest for all countries, in and to our invention entitled

ENDOVASCULAR FLEXIBLE STAPLING DEVICE

and in and to any and all corresponding inventions which are disclosed and claimed, or disclosed but not claimed, in PCT Patent Application Serial No. PCT/US97/14772, filed August 22, 1997, and U.S. Patent Application Serial No. 09/242,969, filed February 22, 1999, and any patent to be granted thereon, and all divisional, continuing, substitute, renewal, reissue, reexamination, and all other applications for U.S. Letters Patent or other related property rights in any and all foreign countries which have been or shall be filed on any of said inventions disclosed in said application; and in and to all original and reissued patents or related foreign documents which have been or shall be issued on said inventions;

Authorize and request the Commissioner of Patents of the United States to issue to said Assignee, the corporation above named, its successors, assigns and legal representatives, in accordance with this assignment, any and all United States Letters Patent on said inventions or any of them disclosed in said application;

Agree that said Assignee may apply for and receive foreign letters Patent or rights of any other kind for said inventions, or any of them; and may claim, in applications for said foreign Letters Patent and other rights, the priority of the aforesaid United States patent application under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this

assignment, the undersigned or the undersigned's executors or administrators will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, reexamination, and all other patent applications or other documents on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said inventions and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in said Assignee, its successors, assigns and legal representatives; and

COVENANT with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

IN WITNESS WHEREOF, we have hereunto set ourhand and seal:

Date: March 15, 1999


_____[L.S.]
Robert E. Michler

Witness: Linda Grisson
Signature

Linda Grisson
Print or Type Witness Name

Date: March ____, 1999

_____[L.S.]
Shunichi Homma

Witness: _____
Signature

Print or Type Witness Name

Page 2 of 2

ASSIGNMENT

In consideration for One Dollar (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, we, the undersigned

ROBERT E. MICHLER and SHUNICHI HOMMA

Hereby sell, assign and transfer to The Trustees of Columbia University in the City of New York, a corporation of the State of New York, having a place of business at West 116th Street & Broadway, New York, in the County of New York and State of New York 10027, its successors, assigns and legal representatives, the entire right, title and interest for all countries, in and to our invention entitled

ENDOVASCULAR FLEXIBLE STAPLING DEVICE

and in and to any and all corresponding inventions which are disclosed and claimed, or disclosed but not claimed, in PCT Patent Application Serial No. PCT/US97/14772, filed August 22, 1997, and U.S. Patent Application Serial No. 09/242,969, filed February 22, 1999, and any patent to be granted thereon, and all divisional, continuing, substitute, renewal, reissue, reexamination, and all other applications for U.S. Letters Patent or other related property rights in any and all foreign countries which have been or shall be filed on any of said inventions disclosed in said application; and in and to all original and reissued patents or related foreign documents which have been or shall be issued on said inventions;

Authorize and request the Commissioner of Patents of the United States to issue to said Assignee, the corporation above named, its successors, assigns and legal representatives, in accordance with this assignment, any and all United States Letters Patent on said inventions or any of them disclosed in said application;

Agree that said Assignee may apply for and receive foreign letters Patent or rights of any other kind for said inventions, or any of them; and may claim, in applications for said foreign Letters Patent and other rights, the priority of the aforesaid United States patent application under the provisions of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this

assignment, the undersigned or the undersigned's executors or administrators will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, reexamination, and all other patent applications or other documents on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known and documents available to the undersigned relating to said inventions and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said inventions and for vesting title to said inventions and all applications for patents or related foreign rights and all patents on said inventions, in said Assignee, its successors, assigns and legal representatives; and

COVENANT with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

IN WITNESS WHEREOF, we have hereunto set ourhand and seal:

Date: March ____, 1999 Robert E. Michler [L.S.]

Witness: _____
Signature

Print or Type Witness Name

Date: March 10, 1999 Shunichi Homma [L.S.]

Witness: Yoko Otani
Signature

YOKO OTANI
Print or Type Witness Name