

MRD 10.21.99

11-01-1999

Docket No.: 498-214

FORM PTO-1595 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
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POB:REV02



HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101188506

Tab settings

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

1. Name of conveying party(ies):

Kristian DiMatteo
Peter Marshall

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

Name: Scimed Life Systems, Inc.

Internal Address: _____

PTO
09/425142
10/21/99

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

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Street Address: One Scimed Place

City: Maple Grove State: MN ZIP: 55311

Execution Date: 10/12/99 & 10/14/99

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: see No. 3 above

A. Patent Application No.(s)

09.425142

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Daniel A. Scola, Jr., Esq.

Internal Address: Hoffmann & Baron, LLP

Street Address: 6900 Jericho Turnpike

City: Syosset State: NY ZIP: 11791

6. Total number of applications and patents involved:

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

08-2461

40.00 (P)

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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.

Robert F. Chisholm

Name of Person Signing

Signature

October 21, 1999

Date

Total number of pages including cover sheet, attachments, and documents

6

REEL: 010336 FRAME: 0553

For: ☒ U.S. and/or ☒ Foreign Rights
For: ☒ U.S. Application or ☐ U.S. Patent
By: ☒ Inventor or ☐ Present Owner

ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNOR: (inventor(s) or person(s) or entity(ies) who own the invention)

Kristian DiMatteo

Name

50 Carey Avenue, Apt. 3

Watertown, MA 02472

Address

USA

Nationality

Peter Marshall

Name

13 Pine Hill Road

Newburyport, MA 01950

Address

USA

Nationality

(If assignment is by person or entity to whom invention was previously assigned and this was recorded in **PTO** add the following)

Recorded on _____

Reel _____

Frame _____

hereby sells, assigns and transfers to

ASSIGNEE:

Scimed Life Systems, Inc.

(Type or print name of ASSIGNEE)

One Scimed Place

Address

Maple Grove, MN 55311-1566

USA

Nationality

and the successors, assigns and legal representatives of the ASSIGNEE

(complete one of the following)

☒ the entire right, title and interest

☐ an undivided _____ percent (____%) interest

for the United States and its territorial possessions

☒ and in all foreign countries, including all rights to claim priority,

in and to any and all improvements which are disclosed in the invention entitled:

IMPLANTABLE PROSTHETIC VALVE

(check and complete (a), (b), (c), (d),(e), (f) or (g))

and which is found in

(a) ☒ U.S. patent application executed on even date herewith

(b) ☐ U.S. patent application executed on _____

(c) ☐ U.S. patent application naming the above inventor(s) for the above-identified invention.

☐ Express Mail label No.: _____, mailed: _____

☐ To comply with 37 CFR 3.21 for recordal of this assignment, I an ASSIGNOR signing below, hereby authorize and request my attorney to insert below the filing date and application number when they become known

(d) ☐ U.S. application serial no. 0 / _____ filed on _____

(e) ☐ International application No. PCT/_____/_____

(f) ☐ U.S. patent no. _____ issued _____

☐ A change of address to which correspondence is to _____ be sent

regarding patent maintenance fees is being

sent separately.

(g) ☒ and any legal equivalent thereof in a foreign country, including the right to claim priority

and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, renewal, or substitute thereof, and as to Letters Patent any re-issue or re-examination thereof.

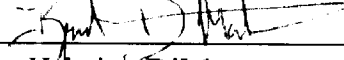
ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I/We have hereunto set hand and seal this

WARNING: Date of signing must be the **same** as the date of execution of the application if item (a) was checked above.

Date: **X** 01/12/91

X 
Kristian DiMatteo

Date: **X**

X
Peter Marshall

(If ASSIGNOR is a legal entity, complete the following information)

Type or print the name of the above person
authorized to sign on behalf of ASSIGNOR

Title

NOTE: No witnessing, notarization or legalization is necessary. If the assignment is notarized or legalized then it will only be prima facie evidence of execution 35 USC 261.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I/We have hereunto set hand and seal this

WARNING: Date of signing must be the **same** as the date of execution of the application if item (a) was checked above.

Date: X

X

Kristian DiMatteo

Date: X October 14, 1999

X 

Peter Marshall

(If ASSIGNOR is a legal entity, complete the following information)

Type or print the name of the above person
authorized to sign on behalf of ASSIGNOR

Title

NOTE: No witnessing, notarization or legalization is necessary. If the assignment is notarized or legalized then it will only be prima facie evidence of execution 35 USC 261.

STATE OF *Massachusetts*
SS
COUNTY OF *Middlesex*

On this *12* day of *October*, 1999, before me personally appeared **Kristian DiMatteo** to me personally known and known to me to be the person who signed the foregoing Assignment and acknowledged the signing of same as his free act and deed.

Jeanne J. Schaefer
Notary Public

JEANNE J. SCHAEFER
Notary Public
My Commission Expires November 26, 2004

STATE OF *Massachusetts*
SS
COUNTY OF *Essex*

On this *14th* day of *October*, 1999, before me personally appeared **Peter Marshall** to me personally known and known to me to be the person who signed the foregoing Assignment and acknowledged the signing of same as his free act and deed.

Ruston Hurley, Notary Public
Notary Public
My commission expires .
11-25-99