

FORM PTO-1585

03-08-2000

HEET

MRD
2-11-00

101284669

To the Honorable Assistant Commissioner for Patents: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

David P. GORDON; Roald David ADAMS; Charles H. PUGSLEY, Jr.; Scott E. SWAFFAR; Lauren O. MAIN

Additional name(s) of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other: _____

Execution dates: 24 Feb. 1998, 16 & 16 April 1998, 31 March 1998, 20 April 1998, respectively

2. Name and address of receiving party(ies)

Name: SCIMED Life Systems, Inc.

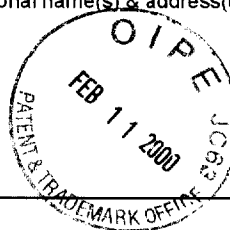
Internal Address: _____

Street Address: One Scimed Place

City: Maple Grove

State: Minnesota

ZIP: 55311-1566

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

4. Application numbers or patent numbers: 08/662,659

Date application executed:

A. Patent Application(s):

B. Patent No.(s)

Additional Numbers attached? ☐ Yes ☒ No

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

Name: Irma Scheugenpflug

Internal Address: KENYON & KENYON

Street Address: 1500 K Street, N.W., Suite 700

City: Washington State: DC ZIP: 20005

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

8. Deposit account number:

11-0600

03/07/2000 DNGUYEN 00000316 110600 08662659
 01 FC:581 40.00 CH

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.

Judith L. Toffenetti
 Name of Person Signing

Irma Scheugenpflug
 Signature
 For: Judith Toffenetti

11 February 2000
 Date

Total Number of pages including cover sheet, attachments and document: 10

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

311960

ASSIGNMENT

WHEREAS, I, **David P. Gordon**, ASSIGNOR, citizen of the United States, residing at 65 Woods End Road, Stamford, CT 06905, is the inventor of the invention in

ENDOSCOPIC STAPLER

as described and set forth in an application for Letters Patent of the United States of America, filed by me on the **14th** day of **June**, 1996 as serial number **08/662,659**.
(Docket No. BSC-001).

WHEREAS, **SCIMED Life Systems, Inc.**, a corporation of the State of Minnesota, having a place of business at 1 Scimed Place, Maple Grove, MN 55311-1566, ASSIGNEE is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof; and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND I HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant and agree that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

ASSIGNMENT

WHEREAS, we, **Ronald David Adams and Charles H. Pugsley, Jr.**, hereinafter referred to as the "Inventors", citizens of respectively, whose post office addresses are respectively,

18 HILLSIDE DRIVE HOLLISTON MA 01746; and

31 Clark Circle Pelham NH 03076

have invented certain new and useful improvements in

ENDOSCOPIC STAPLER

as described and set forth in an application for Letters Patent of the United States of America, filed by us on the **14th** day of **June**, 1996 as serial number **08/662,659**. (Docket No. **BSC-001**).

WHEREAS, **SCIMED Life Systems, Inc.**, a corporation of the State of Minnesota, having a place of business at 1 Scimed Place, Maple Grove, MN 55311-1566, ASSIGNEE is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application.

NOW, THEREFORE TO ALL WHOM IT MAY CONCERN, BE IT KNOWN, that we, the Inventors, for good and valuable considerations, the receipt and sufficiency of which we hereby acknowledge, have sold, assigned, transferred and conveyed, and by this assignment do sell, assign, transfer and convey, unto said COMPANY, its successors and assigns, the entire right, title and interest throughout the world, in and to our invention, inventions or improvements described or set forth in said application, in any form or embodiment thereof, and in and to said application, and in and to any applications filed in any foreign country based thereon, including the right to file foreign applications under the provisions of any convention or treaty; and in and to any confirmation, divisional, continuation, continuation-in-part, or substitute application which may be filed on said invention, inventions or improvements in the United States or in any foreign country; and in and to any and all patents, certificates, utility models, reissues, extensions, additions or confirmations thereof which may be granted in the United States or in any foreign country upon said invention, inventions or improvements, TO HAVE AND TO HOLD the same to the full end of the term or terms for which any and all such United States and foreign patents and grants may be issued on said invention, inventions or improvements.

AND we do hereby authorize and request the issuing authority to issue any and all of said United States and foreign patents on said application or applications to said COMPANY, its successors and assigns, as the assignees of the entire right, title and interest in and to the same, for the sole use and benefit of said COMPANY, its successors and assigns.

AND we do hereby covenant and warrant that we have full right to convey the entire right, title and interest herein assigned free and clear of all licenses, encumbrances and liens whatsoever, and that we have not executed and will not execute any instruments in conflict herewith.

AND we, for the conditions aforesaid, do hereby covenant and agree to and with the said COMPANY, its successors and assigns, that we, our executors, administrators, or other personal representatives, shall and will do all lawful acts and things, make all rightful oaths, and make, execute, and deliver any and all other instruments in writing, and any and all further applications, papers, powers, affidavits, assignments, disclaimers and other documents, which in the opinion of counsel for said COMPANY, its successors and assigns, may be required or necessary in this or in any foreign country more effectually to secure to and vest in said COMPANY, its successors and assigns, the entire right, title and interest in and to said invention, inventions, or improvements, application or applications, patents, rights, titles, benefits, privileges and advantages hereby sold, assigned, confirmed, transferred and conveyed.

IN WITNESS WHEREOF, we, **Ronald David Adams and Charles H. Pugsley, Jr.**, have hereunto set our hands and seals this 16th day of April, 1998.

Ronald David Adams (L.S.)

CH Pugsley Jr (L.S.)

State of Massachusetts)
County of Middlesex) ss:

BE IT KNOWN, that on this 16th day of April 1998, personally appeared **Ronald David Adams and Charles H. Pugsley, Jr.**, to me known and known to me to be the individual(s) described in and who executed the foregoing assignment and he/they acknowledged to me that he/they executed the same.

Jeanne J. Schaefer
Notary Public

SEAL

My commission expires : 11/26/04

ASSIGNMENT

WHEREAS, I, ⁵⁶⁵Scott E. Swaffer, ASSIGNOR, citizen of the United States, residing at 3700 LAUREN LANE BLOOMINGTON, IN 47404, is the inventor of the invention in

ENDOSCOPIC STAPLER

as described and set forth in an application for Letters Patent of the United States of America, filed by me on the 14th day of June, 1996 as serial number 08/662,659. (Docket No. BSC-001).

WHEREAS, SCIMED Life Systems, Inc., a corporation of the State of Minnesota, having a place of business at 1 Scimed Place, Maple Grove, MN 55311-1566, ASSIGNEE is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof; and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND I HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant and agree that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

ASSIGNMENT

WHEREAS, I, **Lauren O. Main**, ASSIGNOR, citizen of the United States, residing at 14452 Limerick Ln; Somerset, MI 49233, is the inventor of the invention in

ENDOSCOPIC STAPLER

as described and set forth in an application for Letters Patent of the United States of America, filed by me on the **14th** day of **June**, 1996 as serial number **08/662,659**.
(Docket No. **BSC-001**).

WHEREAS, **SCIMED Life Systems, Inc.**, a corporation of the State of Minnesota, having a place of business at 1 Scimed Place, Maple Grove, MN 55311-1566, ASSIGNEE is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof; and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND I HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant and agree that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing reissue and foreign applications make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, I, **Lauren O. Main**, hereunto' set my hand and seal the day and year set opposite my respective signature.

Date April 20, 1998

Lauren O. Main

L.S.

State of Michigan)

) ss:

County of Hillsdale)

BE IT KNOWN, that on this 20th day of April 1998, personally appeared **Lauren O. Main**, to me known and known to me to be the individual(s) described in and who executed the foregoing assignment and he/they acknowledged to me that he/they executed the same.

Laura Waters

Notary Public

SEAL

My commission expires : 1-13-2000

(Foreign)

**LIMITED AUTHORIZATION TO ACT ON BEHALF OF ASSIGNEE
REGARDING CERTAIN PATENT MATTERS
EFFECTIVE THROUGH: December 31, 2000**

I, Janet M. Kelly, as Vice President and Corporate Controller of Boston Scientific Corporation, the controlling corporation of:

AMS Medinvent S.A.; Boston Scientific BV; Boston Scientific Corporation Northwest Technology Center, Inc.; Boston Scientific Ireland Limited; Boston Scientific Japan KK; Boston Scientific Limited; Boston Scientific Scimed, Inc.; Boston Scientific Technology, Inc.; BSC Technology, Inc.; CardioGene Therapeutics, Inc.; Cardiovascular Imaging Systems, Inc.; Cardiovascular Innovations Canada, Inc.; Corvita Canada, Inc.; Corvita Corporation; Corvita Europe S.A.; E.P. Technologies, Inc.; Laboratoires Corvita S.A.R.L.; Meadox Medicals, Inc.; Meadox Technology, Inc.; NAMIC Eireann Limited; NAMIC International, Inc.; Nilo Holding, S.A.; Schneider (Europe) GmbH; Schneider (USA), Inc.; Schneider Belgium NV; Schneider Holland BV; Schneider Ireland BV; Schneider Puerto Rico; Schneider/NAMIC; Scimed Life Systems, Inc.; Scimed Technology, Inc.; Symbiosis Corporation; and Target Therapeutics, Inc.;

and as Director, Treasurer, and Controller of Boston Scientific Limited;

hereby authorize the following registered patent attorneys/agents (1) to act on behalf of any of the corporations identified above, including Boston Scientific Corporation, with regard to any matters before the United States Patent and Trademark Office, any foreign patent offices, and any international patent entities, (2) to execute power of attorney documents on behalf of any of the corporations identified above, including Boston Scientific Corporation, to appoint and/or establish any attorneys, agents, and/or law firms to act on behalf of any of the corporations identified above, including Boston Scientific Corporation, in any foreign or international patent applications filed with any foreign and/or international patent offices, and (3) to execute assignment and ownership documents on behalf of any of the corporations identified above, including Boston Scientific Corporation, with regard to any matters before the United States Patent and Trademark Office, any foreign patent offices, and any international patent offices:

Scott T. Bluni	Reg. No. 40,916
Mark J. Casey	Reg. No. 37,796
David L. Cavanaugh	Reg. No. 36,476
Luke R. Dohmen	Reg. No. 36,783
Peter J. Gafner	Reg. No. 36,517
Patricia Davis	Reg. No. 37,866
Todd P. Messal	Reg. No. 42,883
Robert M. Rauker	Reg. No. 40,782
William J. Shaw	Reg. No. 43,111

Janet M. Kelly
Vice President and Corporate Controller

Date

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF MIDDLESEX)

ss.

On this 5th day of January, 2000 before me personally appeared Janet M. Kelly to me known and known to me to be the person described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same for the uses and purposes set forth herein.

Notary Public

:6806