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04-20-2000

ATTY. DOCKET NO. 22719-10

IEET



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To the Assistant Commissioner for or a copy thereof.

cord the attached original documents

1. Name of conveying party(ies):

Brooke W. Mastrorio
Michael C. Gorhan
Timothy A. Beardsley

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

Name: Codman & Shurtleff, Inc.
Street Address: 325 Paramount Drive
City: Raynham
State: MA Zip: 02767-0350

Additional name(s) of conveying party(ies) attached?

Yes No

Additional name(s) & address(es) attached?

Yes No

3. Nature of conveyance:

Assignment Security Agreement
 Merger Change of Name
 Other:

Execution Date: February 25, 2000

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): 09/470,062

B. Patent No(s):

Additional numbers attached? Yes No

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

Atty. Name: William C. Geary III
Firm Name: Nutter, McClennen & Fish, LLP
Street Address: One International Place
City/State: Boston, MA
Zip Code: 02110-2699

6. Total number of applications and patents involved? 1

7. Total fee (37 CFR 3.41): \$40
 Fee Enclosed
 Charge Deposit Account No. 141449
 The Commissioner is hereby authorized to charge underpayment/credit overpayment to Deposit Account No. 141449.

(Attach duplicate copy of this page if paying fees by Deposit Account)

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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.)

William C. Geary III, Reg. No.: 31,359
Name of Attorney

Signature

March 8, 2000
Date

Total number of pages including cover sheet: 5

ASSIGNMENT

Whereas, the undersigned, **Brooke W. Mastrorio, Michael C. Gorhan and Timothy A. Beardsley** are inventors or co-inventor of certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled, **INTRODUCER ELEMENT AND METHOD OF USING SAME**, identified as Attorney Docket No. 22719-10, which application was filed in the United States Patent and Trademark Office on December 22, 1999 as Application No. 09/470,062; and

Whereas, **Codman & Shurtleff, Inc.**, a New Jersey corporation having a place of business at **325 Paramount Drive, Raynham, MA 02767-0350**, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, reissue, re-examination and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the date indicated next to our name.

Date: 2/25/00

Brooke W. Mastrorio
Brooke W. Mastrorio

Commonwealth of Massachusetts

County of Bristol

On this 25 day of February, 2000, before me appeared Brooke W. Mastrorio to me known and known to me to be the person described in and who executed the foregoing instrument, and she acknowledged her signature to be her free act and deed.

Barbara Hathaway
Notary Public

[seal]

My Commission Expires: March 29, 2001

Date: 2/25/00

Michael C. Gorhan
Michael C. Gorhan

Commonwealth of Massachusetts

County of Bristol

On this 25th day of February, 2000, before me appeared Michael C. Gorhan, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged his signature to be his free act and deed.


Barbara Hathaway
Notary Public

[seal]

My Commission Expires:

March 29, 2002

Date: 2/25/00


Timothy A. Beardsley

Commonwealth of Massachusetts

County of Bristol

On this 25th day of February, 2000, before me appeared Timothy A. Beardsley, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged his signature to be his free act and deed.


Notary Public

[seal]

My Commission Expires: March 29, 2002

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