



11-24-2000



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PATENT  
Attorney Docket No. HOOV 102 CIP 1

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Hooven, et al.

Serial No.: 09/675,687

Filed: September 29, 2000

Examiner:

Art Unit:

For: BIPOLAR ELECTROSURGICAL SCISSORS

) I hereby certify that this correspondence  
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) on November 8, 2000

) Christine Barglik  
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) Date: November 8, 2000  
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MRD 11/13/00

PATENT ASSIGNMENT COVER SHEETCommissioner for Patents  
Washington, D.C. 20231

Dear Sir/Madam:

Please record the attached original document or copy thereof. Total number of pages (with cover sheet): 4

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. Name of Conveying Party(ies):<br/><u>Michael D. Hooven and Theodore A. Richardson</u></p> <p>2. Name and Address of Receiving Party(ies):<br/>Name: <u>Enable Medical Corporation</u><br/>Internal Address (P.O. Box or Suite No.): _____<br/>Street Address: <u>6345 Centre Park Drive</u><br/>City: <u>West Chester</u> State/Country: <u>Ohio</u></p> <p>3. Nature of Conveyance<br/><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger<br/><input type="checkbox"/> Security Agreement<br/><input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____<br/>Execution Date: <u>October 27, 2000 and October 30, 2000</u></p> <p>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: _____)</p> <p>4a. Patent Application No.(s)<br/><u>09/675,687</u></p> <p>4b. Patent No.(s)</p> | <p>5. Name and Address of Party to Whom Correspondence Concerning Document Should be Mailed:<br/><u>Stephen B. Heller</u><br/><u>COOK, ALEX, MCFARRON, MANZO, CUMMINGS &amp; MEHLER, LTD.</u><br/><u>200 West Adams Street - Suite 2850</u><br/><u>Chicago, Illinois 60606</u></p> <p>6. Total Number of Applications and Patents Involved: <u>1</u></p> <p>7. Total Fee (37 CFR 3.41): \$ <u>40.00</u><br/>7a. <input checked="" type="checkbox"/> Enclosed<br/>7b. <input type="checkbox"/> Authorized to be Charged to Deposit Account <u>50/1039</u> if there is any fee deficiency.</p> <p>8. Deposit Account Number: <u>50/1039</u><br/>(A duplicate copy of this page is attached)</p> <p>9. Statement and Signature:<br/><br/><i>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.</i><br/><u>Stephen B. Heller</u><br/>Name of Person Signing      Signature<br/>Date: _____</p> |
| DO NOT USE THIS SPACE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

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Filed September 29, 2000**ASSIGNMENT**

In consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Michael D. Hooven and Theodore A. Richardson (hereinafter referred to as Assignor(s)) assign(s) to Enable Medical Corporation (hereinafter referred to as Assignee), a Ohio corporation, having a principal place of business at 6345 Centre Park Drive, West Chester, Ohio 45069, its successors, legal representatives and assigns, the entire right, title and interest throughout the world in Assignor's(s') invention or improvement in Bipolar Electrosurgical Scissors as described in the Application executed by Assignor(s) on \_\_\_\_\_, filed on September 29, 2000, and assigned Serial No. 09/675,687, and any and all other United States applications, regular or provisional, and applications in any and all countries which Assignor(s) may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States or of any other country which may be obtained or any of the said applications, if provisional, in any regular application referring thereto pursuant to 35 USC 119(e) or other internal priority legislation, and in any division, continuation, reexamination, reissue or extension thereof.

Assignor(s) hereby authorize(s) and request(s) the attorneys of record in said application to insert in this assignment the date and serial number of said application when officially known.

Assignor(s) hereby authorize(s) and request(s) the Commissioner of Patents to issue said Letters Patent to said Assignee.

Assignor(s) warrant(s) that he/she is the owner(s) of the entire right, title and interest in and to the invention and patent application herein assigned and has the right to make this assignment; and further warrant(s) that there are no outstanding prior assignments, licenses, or other rights whatsoever (including, without limitation, shop rights) in the interest herein assigned.

For said considerations Assignor(s) hereby agree(s) upon the request and at the expense of said Assignee, its successors, legal

representatives and assigns, to execute any and all divisional, continuation, and renewal applications for said invention or improvements, and any necessary oath or supplemental oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application that said Assignee, its successors, legal representatives and assigns may deem necessary or expedient.

For said consideration Assignor(s) further agree(s) upon the request of said Assignee, its successors, legal representatives and assigns, in the event of said application or any continuation or division thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof becoming involved in Interference or any other contested matter to cooperate to the best of his/her ability with said Assignee, its successors, legal representatives and assigns in the matters of preparing and executing the preliminary statement or other such document and giving and producing evidence in support thereof. Assignor(s) further agree(s) to perform, upon such request, any and all affirmative acts to obtain said Letters Patent, and vest all rights therein hereby conveyed in the said Assignee, its successors, legal representatives and assigns whereby said Letters Patent will be held and enjoyed by the said Assignee, its successors, legal representatives and assigns to the end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by Assignor(s) if this assignment and sale had not been made.

For said consideration, Assignor(s) also assign(s) to said Assignee, its successors, legal representatives and assigns the entire right, title and interest in said invention or improvements for any and all foreign countries and the right of priority for patent and utility model applications in all countries arising under any applicable international convention for the protection of industrial property and/or any internal priority legislation of such countries, and Assignor(s) agree(s) upon the request of said assignee, its successors, legal representatives and assigns to execute any and all documents that shall be required to be executed in connection with any and all applications for foreign Letters Patent thereof, including the prosecution thereof, and to execute

any and all documents necessary to invest title in said foreign applications and patents in said assignee.

M. J. Gove

Date

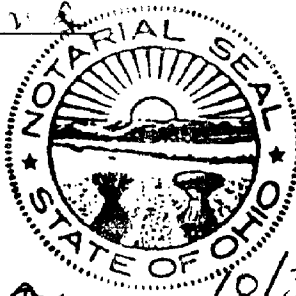
10/27/00

SUBSCRIBED and SWORN to before me this 27<sup>th</sup> day of  
October, 2000.

Kathleen L. Verdino

NOTARY PUBLIC

KATHLEEN L. VERDINO  
Notary Public, State of Ohio  
My Commission Expires Oct. 17, 2005



Theodore A. Richards

Date

10/30/00

SUBSCRIBED and SWORN to before me this 30<sup>th</sup> day of  
October, 2000.

Kathleen L. Verdino

NOTARY PUBLIC

KATHLEEN L. VERDINO  
Notary Public, State of Ohio  
My Commission Expires Oct. 17, 2005

