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SHEET

U.S. DEPARTMENT OF COMMERCE  
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Docket No. 257/271

101563511

PTO  
09/732835  
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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

MRD 12-7-00

1. Name of conveying party(ies):  
Steven N. Roe, Richard S. Ginn and W. Martin Belef  
Additional name(s) of conveying party(ies) attached?  
 Yes  No

2. Name and address of receiving party:  
Name: Medical Technology Group, Inc.  
Internal Address: \_\_\_\_\_

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
  
 Other \_\_\_\_\_  
Execution Date: November 10, 2000 & November 9, 2000

City: Santa Clara State: California Zip: 95051  
Street Address: 3273 Kifer Road  
City: Santa Clara State: California Zip: 95051

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

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: 11/28/00 & 11/9/00

09/732835

A. Patent Application No(s):  
Additional numbers attached?  Yes  No

B. Patent No(s):

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: William A. English  
  
Internal Address: LYON & LYON LLP  
633 West Fifth Street, Suite 4700  
Los Angeles, CA 90071-2066

6. Total number of applications and patents involved: one

7. Total fee (37 CFR 3.41): \$ 40.00  
 Enclosed  
  
 Charge this Deposit Account if any additional fee is required

8. Deposit Account Number: 12-2475

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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.

Date: December 7, 2000

William A. English, Reg No. 42,515

Total number of pages including cover sheet: 4

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PATENT  
REEL: 011361 FRAME: 0721

ASSIGNMENT OF PATENT APPLICATION

WHEREAS, WE, **STEVEN N. ROE**, a citizen of the UNITED STATES, **RICHARD S. GINN**, a citizen of the UNITED STATES, and **W. MARTIN BELEF**, a citizen of the UNITED STATES (hereinafter referred to as "ASSIGNORS"), have invented a certain invention **APPARATUS AND METHOD FOR DELIVERING A CLOSURE DEVICE** for which application for Letters Patent of the United States of America America has been executed on even date herewith; and

WHEREAS, **MEDICAL TECHNOLOGY GROUP, INC.**, a corporation organized and existing under and by virtue of the laws of the State of **Delaware** and having its place of business at **3273 Kifer Road, Santa Clara, California 95051** (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under any Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

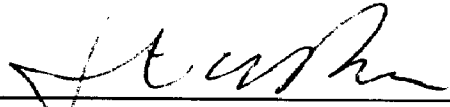
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer and set over unto the said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said invention and to all Letters Patent or application or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said invention by said application, and to any continuation, division, renewal, substitute or reissue thereof or any legal

equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent or any legal equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.


ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative 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 in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

WITNESS my hand at Santa Clara, California, this 10 day of Nov, 2000.

  
\_\_\_\_\_  
STEVEN N. ROE

WITNESS my hand at Santa Clara, California, this 9<sup>th</sup> day of Nov, 2000.

  
\_\_\_\_\_  
RICHARD S. GINN

WITNESS my hand at Santa Clara, California, this 9<sup>th</sup> day of Nov, 2000.

  
\_\_\_\_\_  
W. MARTIN BELEF