

04-04-2001

U.S. Department of Commerce
Patent and Trademark Office

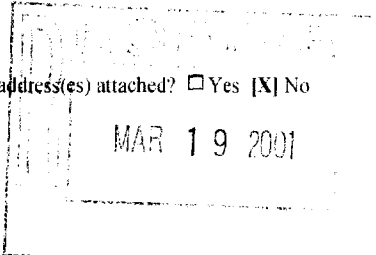
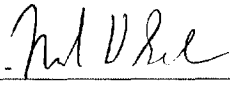
RE



EET

101667662

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

1. Name of conveying party(ies): (1) James F. McGuckin, Jr. (2) (3) Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Name: Rex Medical, L.P. 585 County Line Road Radnor, PA 19087 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: (1) March 7, 2001 (2)			
4. Application number(s) or patent number(s): 09/122,185 If this document is being filed together with a new application, the execution date of the application is: _____			
A. Patent Application No.(s) 09/122,185		B. Patent No.(s)	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Neil D. Gershon Rex Medical, L.P. 2023 Summer St. Suite 2 Stamford, CT. 06903		6. Total number of applications and patents involved: [1]	
DO NOT USE THIS SPACE		7. Total fee (37 CFR 3.41).....\$40.00	
		<input type="checkbox"/> Enclosed	
		<input checked="" type="checkbox"/> Authorized to be charged to deposit account	
		8. Deposit account number: 501567 (Attached duplicate copy of this page if paying by deposit account)	
9. Statement and signature. <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> Neil D. Gershon (Reg. No. 32,225)  3/15/01			
Name of Person Signing		Signature	
		Date	
Total number of pages comprising cover sheet 3			

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

04/04/2001 LMUELLER 00000014 501567 09122185

01 FC:581

40.00 CH

PATENT
REEL: 011633 FRAME: 0701

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: James F. McGuckin, Jr.

(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: Rex Medical, L.P.
585 County Line Road
Radnor, PA 19087

and the successors, assigns and legal representatives of the ASSIGNEE, the entire right, title and interest, including the right to sue for present, past and future infringement, in the United States, its territorial possessions, and in all foreign countries, including all treaty and convention rights, in and to the invention, which includes any and all improvements, and is entitled:

BREAST SURGERY METHOD AND APPARATUS

which is described in

- (a) ☐ U.S. patent application executed on even date herewith
- (b) ☐ U.S. patent application executed on _____
- (c) ☐ U.S. patent application filed on _____ under Express
Mail No.
- (d) ☒ U.S. patent application serial no. 09/122,185
filed on July 23, 1998
- (e) ☐ U.S. patent no. _____ issued _____

and any legal equivalent thereof in a foreign country, and, in and to, all United States and foreign Letters Patent, for the full term thereof, to be obtained for said invention by the above application or any continuation, division, renewal, extension 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 hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all such Letters Patent to ASSIGNEE:

ASSIGNOR further covenants, upon ASSIGNEE'S request, to promptly provide all pertinent facts and documents known and accessible to ASSIGNOR relating to said invention, Letters Patent and legal equivalents; to testify as to the same in any interference, litigation or proceeding related thereto; to promptly execute and deliver to Assignee or its representative any and all papers that may be necessary or desirable to obtain, maintain, issue, enforce and perfect title to said invention or any Letters Patents or legal equivalents which may be granted therefore in said ASSIGNEE, its successors, assigns or other legal representatives; to execute any additional or divisional applications for patents for said invention, or any part or parts thereof, and for the reissue of any Letters Patents; and to make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein, all without further compensation, but at the sole expense of ASSIGNEE, its successors, assigns, or other legal representatives.

ASSIGNOR hereby grants ASSIGNEE and Assignee's attorneys the power to insert the application number and/or filing date of the above-described application(s) when such information becomes known.

IN WITNESS WHEREOF, I have hereunto set hand and seal.

INVENTORS:

James F. McGuckin

Dated: March 7, 2001