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05-18-2001

Docket No.: 30817-1001

FORM PTO-1595 (Modified)
(Rev. 6-93)
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):
PAUL O. ZAMORA and ROBERT A. STERN

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

Name: **INNERDYNE, INC.**

Internal Address:

MAY 14 2001

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Street Address: **1244 REAMWOOD AVENUE**

City: **SUNNYVALE** State: **CA** ZIP: **94089**

Execution Date: **January 24, 2001**

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

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

09/769,194

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: **STEPHEN A. SLUSHER**

Internal Address: **Peacock, Myers & Adams, P.C.**

Street Address: **P.O. Box 26927**

City: **Albuquerque** State: **NM** ZIP: **87125**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **40.00**

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

13-4213

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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.

STEPHEN A. SLUSHER

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: **4**

PATENT
REEL: 011803 FRAME: 0050

ASSIGNMENT OF INVENTION AND PATENT RIGHTS

Inventor: **PAUL O. ZAMORA and ROBERT A. STERN**

Serial No.: **09/769,195**

Filing Date: **January 24, 2001**

For valuable consideration received or to be received, and hereby acknowledged, PAUL O. ZAMORA of 18321 Winter Park Court, Gaithersburg, Maryland 20879, and ROBERT A. STERN of 1089 E. Rose Circle, Mountain View, California 94024, (hereinafter referred to as "Inventors"), hereby sells, assigns and transfers unto INNERDYNE, INC. of 1244 Reamwood Avenue, Sunnyvale, California 94089, its successors and assigns (hereinafter referred to as "Assignee"), the entire interest for the United States of America and all foreign countries, including all rights of priority under the international conventions and treaties, in and to a certain invention or improvement known as *BIOABSORBABLE BRACHYTHERAPY DEVICE* and described in a patent application filed in the United States Patent and Trademark Office on January 24, 2001, as Attorney Docket No. 30817-1001, and given U.S. Patent Application Serial No. 09/769,195, and in all Letters Patent of the United States and all foreign countries which may or shall be granted on said invention, or any parts thereof, or on said application, or on any provisional, utility, divisional, continuing, continuation-in-part, reissue, reexamination or other applications based in whole or in part thereon. And Inventors agree hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper in Assignee's sole discretion to secure to Assignee the grant of Letters Patent in the United States and/or in other countries as Assignee may determine in its sole discretion, with specifications and claims in such form as shall be approved by Assignee's counsel, and to vest and confirm in Assignee the legal and equitable title and full use and benefit of all such patents.

Inventors hereby authorize and request the attorneys of record in said application to insert in this Assignment the filing date and serial number of said application when officially known.

Inventors further agree with Assignee that this Assignment covers all processes, specifications, procedures, techniques and other knowledge and information now or hereafter known to Inventors which are not in the public domain and which relate to the above-mentioned invention or improvement, its

manufacture, uses or embodiments, or other matters (the "Related Know-How"). Inventors agree to disclose or provide all Related Know-How to Assignee when discovered or upon request.

Inventors further covenants 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 in foreign countries as may be known and accessible to Inventors 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 thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

Inventors' rights in the above-mentioned invention or improvement and Related Know-How and any patent application(s) and Letters Patent thereon have not been previously assigned, mortgaged or otherwise encumbered, and Inventors have full right, power and authority to assign all such rights to Assignee hereunder.

As used herein, the terms "Inventors" and "Assignee" shall include such parties and their heirs, administrators, estates, successors and assigns of every kind.

Inventors hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and all foreign countries' equivalent officials, to issue such Letters Patent as shall be granted on said application or applications based thereon to Assignee.

DATED this 21 day of Jan, 2001.

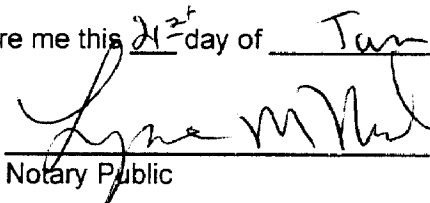


PAUL O. ZAMORA

STATE OF Maryland)
COUNTY OF Montgomery) ss.

This instrument was acknowledged before me this 21st day of Jan, 2001, by Paul O. Zamora.

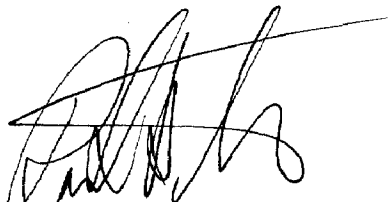
My commission expires:



Notary Public

LYNNE M. NEAL
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires March 1 2002

DATED this 24 day of January, 2001.



ROBERT A. STERN

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 2001, by Robert A. Stern.

My commission expires:

Notary Public

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