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11-13-2001



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

ET

Attorney's Docket No. 033297-020

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

1. Name of conveying party(ies):

Perclose Inc.

11/7/01

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

Other: _____

Execution Date: 11/2/01

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

Name: Abbott Laboratories

Address: 100 Abbott Park Road

Abbott Park, Illinois 60064

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: _____

A. Patent Application No.(s)

09/769,109

B. Patent No.(s)

NA

Additional numbers attached? ☐ Yes ☒ No

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

Name: T. Gene Dillahunt

Address: BURNS, DOANE, SWECKER & MATHIS, L.L.P.

P.O. Box 1404

Alexandria, Virginia 22313-1404

6. Total number of applications and patents involved: 1

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

☒ Enclosed

☒ Authorized to be charged to deposit account, if necessary

8. Deposit account number:

02-4800

DO NOT USE THIS SPACE

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.

Kelly J. McCrystle 46,257

Name of Person Signing

Signature

November 5, 2001

Date

Total number of pages including cover sheet, attachments, and document: 3

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

11/09/2001 TDI A21 00000010 09769109

01 FC:581

40.00 OP

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

ASSIGNMENT

THIS ASSIGNMENT, effective the 2ND day of November, 2001 by Perclose Inc., a corporation duly organized under and pursuant to the laws of Delaware (hereinafter referred to as "The Assignor"), witnesseth:

WHEREAS, the Assignor is owner of the following United States patent applications relating to the inventions and improvements described therein:

U.S. Serial No.
09/769,109

Filing Date
January 24, 2001

WHEREAS, Abbott Laboratories, a corporation duly organized under and pursuant to the laws of Illinois and having its principal place of business at 100 Abbott Park Road, Abbott Park, Illinois, 60064, (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said United States patent application and the inventions and improvements described therein, the right to file applications on said inventions and applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefore and thereon.

NOW, THEREFORE, in view of good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these representatives, and assigns the entire right, title and interest in and to the above United States patent applications, the inventions and improvements disclosed therein, the right to file applications on said inventions and improvements and the entire right, title, and interest in and to any application for Letters Patent of the United States or other countries claiming priority to any of said patent applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part, of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property and the Patent Cooperation Treaty, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution

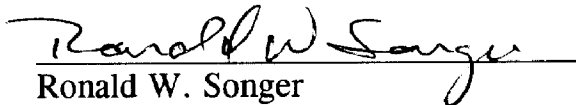
and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the inventions and improvements set forth in said patent applications, above-mentioned, and that the same are unencumbered except as known to Assignee and which Assignee accepts this Assignment subject to such encumbrances, if any, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any county, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, continuation-in-part or any applications for Letters Patent or Patents, or any reexamination, reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions and/or improvements, without charge to the Assignor, its successors, legal representatives, and assigns, but at the cost of and expense to the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby requests the Commissioner for Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said patent applications, inventions, and improvements, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Perclose, Inc. (Assignor)

Date: 11-2-01


Ronald W. Songer
Vice President/Product Development