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101932460

1. Name of Party(ies) conveying an interest:

**Claude O. Clerc, Juha-Pekka Nuutinen and Kari Aarne Juhani Laakso**

Additional name(s) of Parties attached? No

*MRP 12/18/01*

2. Name and Address of Party(ies) receiving an interest:

**Bionx Implants, Inc.**  
 1777 Sentry Parkway West  
 Blue Bell, Pennsylvania 29422

Additional name(s) and address(es) of Parties attached? No

JP927 U.S. PTO  
 10/025669  
 12/18/01

3. Description of interest conveyed:

Assignment  Change of name

Security Agreement  Merger

Other \_\_\_\_\_

Execution Date: December 14, 2001, December 11, 2001 and December 12, 2001

4. Application number(s) or patent number(s). Additional numbers attached? No

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

A. Patent Application No.(s) 10025669

B. Patent No.(s)

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

**Theodore Naccarella**  
 Synnestvedt & Lechner LLP  
 2600 Aramark Tower  
 1101 Market Street  
 Philadelphia, PA 19107

6. Number of applications and patents involved: 1

7. Total Fee (37 C.F.R. § 3.41) **\$40.00**

Enclosed:  (Check No.)  
 Authorized to be charged:

8. Deposit Account Number:  
 Attach duplicate copy of this form if paying by deposit account.

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9. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: 12.18.01

*Theodore Naccarella*  
 Theodore Naccarella  
 Registration No. 33,023

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

## ASSIGNMENT AND AGREEMENT

For value received, we, **Claude O. Clerc of Flemington**, in the County of **Hunterdon** and the State of **New Jersey** and **Juha-Pekka Nuutinen of Tampere**, in the County of **Tampere** and Country of **Finland** and **Kari Aarne Juhani Laakso of Tampere**, in the County of **Tampere** and Country of **Finland**; hereby sell, assign and transfer to Bionx Implants, Inc., a corporation of the State of Pennsylvania, having an office at 1777 Sentry Parkway West, Blue Bell, Pennsylvania, 19422, U.S.A., and its successors, assigns and legal representatives, the entire right, title and interest, for the United States of America, in and to certain inventions related to **STENT DELIVERY APPARATUS AND METHOD** described in an application for Letters Patent of the United States, executed by us on even date herewith, and all the rights and privileges in our name and bearing the above noted title, and all the rights and privileges in said application and under any and all Letters Patent that may be granted in the United States for said inventions; and we also concurrently hereby sell, assign and transfer to Bionx Implants, Inc. the entire right, title and interest in and to said inventions for all countries foreign to the United States, including all rights of priority arising from the application aforesaid, and all the rights and privileges under any and all forms of protection, including Letters Patent, that may be granted in said countries foreign to the United States for said inventions.


We authorize Bionx Implants, Inc. to make application for such protection in its own name and maintain such protection in any and all countries foreign to the United States, and to invoke and claim for any application for patent or other form of protection for said inventions, without further authorization from us, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of Bionx Implants, Inc. to apply for patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

We request that any and all patents for said inventions be issued to Bionx Implants, Inc. in the United States and in all countries foreign to the United States, or to such nominees as Bionx Implants, Inc. may designate.

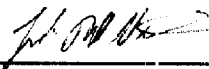
We agree that, when requested, we shall, without charge to Bionx Implants, Inc. but at its expense, sign all papers, and do all acts which may be necessary, desirable or convenient in connection with said applications, patents, or other forms of protection.

Date: Dec 14, 2001

  
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Claude O. Clerc

Date: Dec 11, 2001

  
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Juha-Pekka Nuutinen

Date: Dec 12, 2001

  
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Kari Aarne Juhani Laakso

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