

12/28/01

01-04-2002
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Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

TROY W. ROBERTS
WILLIAM J. SHAW
BRUCE H. DIAMOND

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

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: **10/24/01; 10/31/01; 11/26/01**

2. Name and address of receiving party(ies)

Name: **SCIMED LIFE SYSTEMS, INC.**

Internal Address: _____

Street Address: **ONE SCIMED PLACE**City: **MAPLE GROVE** State: **MN** Zip: **55311**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)

09/905,200

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: **JOHN E. LYNCH**Internal Address: **FULBRIGHT & JAWORSKI L.L.P.**Street Address: **801 PENNSYLVANIA AVENUE, NW**City: **WASHINGTON** State: **DC** Zip: **20004-2615**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

8. Deposit account number:

06-2375, ORDER NO. BSX-222.1/10106273

(Attach duplicate copy of this page if paying by deposit account)

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.

STEVEN M. WAR

Name of Person Signing

Steven M. War **49,024**

Signature

12/28/01

Date

Total number of pages including cover sheet, attachments, and documents: **5**

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

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

01/03/2002 LMUELLER 00000153 062375 09905200

01 FC:581

40.00 CH

PATENT
REEL: 012411 FRAME: 0632

Assignment

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor has sold and assigned, and by these presents hereby sells and assigns, unto **SCIMED LIFE SYSTEMS, INC.** (hereinafter ASSIGNEE) all right, title and interest in and to his invention relating to **BIOPSY SAMPLER** as set forth in his United States Patent Application

☐ executed concurrently herewith

☐ executed on _____

☒ Serial No. 09/905,200 filed July 16, 2001

in and to said United States Patent Application including any and all divisions or continuations thereof and in and to any and all Letters Patent of the United States which may issue on any such application or for said invention, including any and all reissues or extensions thereof to be held and enjoyed by said ASSIGNEE, its successors, legal representatives and assigns to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not been made;

Each of the undersigned hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all such Letters Patent to said ASSIGNEE, its successors or assigns in accordance herewith;

Each of the undersigned warrants and covenants that he has the full and unencumbered right to sell and assign the interests herein sold and assigned and that he has not executed and will not execute any document or instrument in conflict herewith;

Each of the undersigned further covenants and agrees that at any time upon request of said ASSIGNEE, its successors, legal representatives or assigns he will communicate to said ASSIGNEE, its successors, legal representatives or assigns all information known to him relating to said invention or patent application and that he will execute and deliver any papers, make all rightful oaths, testify in any legal proceedings and perform all other lawful acts deemed necessary or desirable by said ASSIGNEE, its successors, legal representatives or assigns to perfect title to said invention, to said application including divisions and continuations thereof and to any and all Letters Patent which may be granted therefor or thereon, including reissues or extensions, in said ASSIGNEE, its successors, or assigns or to assist said ASSIGNEE, its successors, legal representatives or assigns in obtaining, reissuing or enforcing Letters Patent of the United States for said invention;

Each of the undersigned hereby grants to John E. Lynch, Registration No. 20,940; John Bauer, Registration No. 32,554; and Steven M. War, Registration No. 48,024 and the law firm of Fulbright & Jaworski L.L.P., the power to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

Names and Signatures of Inventors:

Name: Troy W. Roberts date _____

Name: date _____

Name: Bruce H. Diamond date _____

Name: date _____

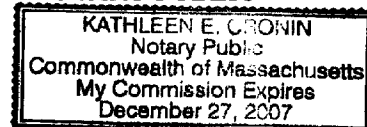
[Signature]
Name: William J. Shaw date 10/24/01

Name: date _____

SUBSCRIBED AND SWORN TO before me this 24th day of October, 2001.

Kathleen E. Cronin
NOTARY PUBLIC

My Commission Expires: December 27, 2007



Note: *Prima facie* evidence of execution may optionally be obtained by execution of this document before a U.S. Consul or before a local officer authorized to administer oaths whose authority is proved by a certificate from a U.S. Consul.

25052057

Assignment

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor has sold and assigned, and by these presents hereby sells and assigns, unto **SCIMED LIFE SYSTEMS, INC.** (hereinafter ASSIGNEE) all right, title and interest in and to his invention relating to **BIOPSY SAMPLER** as set forth in his United States Patent Application

☐ executed concurrently herewith

☐ executed on _____

☒ Serial No. 09/905,200 filed July 16, 2001

in and to said United States Patent Application including any and all divisions or continuations thereof and in and to any and all Letters Patent of the United States which may issue on any such application or for said invention, including any and all reissues or extensions thereof to be held and enjoyed by said ASSIGNEE, its successors, legal representatives and assigns to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by the undersigned had this Assignment not been made;

Each of the undersigned hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all such Letters Patent to said ASSIGNEE, its successors or assigns in accordance herewith;

Each of the undersigned warrants and covenants that he has the full and unencumbered right to sell and assign the interests herein sold and assigned and that he has not executed and will not execute any document or instrument in conflict herewith;

Each of the undersigned further covenants and agrees that at any time upon request of said ASSIGNEE, its successors, legal representatives or assigns he will communicate to said ASSIGNEE, its successors, legal representatives or assigns all information known to him relating to said invention or patent application and that he will execute and deliver any papers, make all rightful oaths, testify in any legal proceedings and perform all other lawful acts deemed necessary or desirable by said ASSIGNEE, its successors, legal representatives or assigns to perfect title to said invention, to said application including divisions and continuations thereof and to any and all Letters Patent which may be granted therefor or thereon, including reissues or extensions, in said ASSIGNEE, its successors, or assigns or to assist said ASSIGNEE, its successors, legal representatives or assigns in obtaining, reissuing or enforcing Letters Patent of the United States for said invention;

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Names and Signatures of Inventors:

Troy W. Roberts date 10/31/01
Name: Troy W. Roberts

Name: _____ date _____

Name: Bruce H. Diamond

Name: _____ date _____

Name: William J. Shaw

Name: _____ date _____

SUBSCRIBED AND SWORN TO before me this 31st day of October, 2001.

Denise Dalton
NOTARY PUBLIC

My Commission Expires: June 2002

Note: *Prima facie* evidence of execution may optionally be obtained by execution of this document before a U.S. Consul or before a local officer authorized to administer oaths whose authority is proved by a certificate from a U.S. Consul.

25052057

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☐ executed concurrently herewith

☐ executed on _____

☒ Serial No. 09/905,200 filed July 16, 2001

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Names and Signatures of Inventors:

Name: Troy W. Roberts date 11/26/01

Name: Bruce H. Diamond date _____

Name: _____ date _____

Name: William J. Shaw date _____

Name: _____ date _____

Name: _____ date _____

Name: _____ date _____

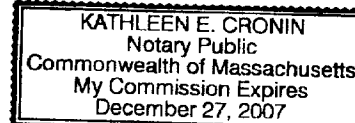
Name: _____ date _____

SUBSCRIBED AND SWORN TO before me this 26th day of November, 2001.

Kathleen E. Cronin

NOTARY PUBLIC

My Commission Expires: Dec 27, 2007



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