

02-01-2002



101967372

Docket No.:

ER SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

ONLY

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):

InnerDyne, Inc. by Alan R. Carlton, its Corporate Secretary

11.9.01

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

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

Name: BioSurface Engineering Technologies, Inc.

Internal Address:

Street Address: 1244 Reamwood Avenue

City: Sunnyvale

State: CA

ZIP: 94089

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

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: 10/16/2001

4. Application number(s) or patent 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)

B. Patent No.(s)

5,158,553

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.

02/01/2002 BTOM11 00000026 5158553

01 FC:581

40.00 OP

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

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

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

2

Date

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

ASSIGNMENT

WHEREAS, Biosurface Engineering Technologies, Inc. ("Assignee"), having a place of business at 1244 Reamwood Avenue, Sunnyvale, California 94089, desires to acquire right, title and interest from InnerDyne, Inc. ("Assignor"), having a place of business at 150 Glover Avenue, Norwalk, Connecticut 06856, to: **U.S. Patent No. 5,158,553, issued October 27, 1992, Titled *Rotatably Actuated Constricting Catheter Valve***, all inventions described therein ("Inventions"), and all patent applications, patents, inventor's certificates and other forms of protection thereon granted in the United States and foreign countries ("Patents");

NOW, THEREFORE, for good and valuable consideration acknowledged by Assignor to have been received in full from Assignee:

1. Assignor hereby assigns to Assignee the entire right, title and interest in and to (a) the Inventions and Patents; (b) all rights to apply for foreign patents on the Inventions including all priority rights under all available international treaties, agreements and conventions for the protection of intellectual property; (c) all applications filed and any and all patents granted on the Inventions in the United States or any foreign country, including every application filed and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; (d) every reissue or extension of any Patents; and (e) all causes of action and rights of recovery for past infringement of Patents.
2. Assignor shall cooperate with Assignee, at Assignee's expense (including, but without limitation, reasonable attorneys' fees) to enable Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by the Assignor will include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent necessary or desirable (a) for perfecting in Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering the Inventions; (d) for filing and prosecuting applications for reissuance of any Patents; (e) for interference or other priority proceedings involving the Inventions; and (f) for legal proceedings involving the Inventions and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions.
3. The terms and covenants of this assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignor, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, Assignor has executed and delivered this instrument to Assignee as of the date written below.

ASSIGNOR

By: _____

Title: Secretary

Date: October 16, 2001