

04-10-2002



Form PTO-1595
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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

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

<p>1. Name of conveying party(ies): Ian D. McRury (3/19/02); Douglas W. Dunn (3/19/02); Nathan S. Caldwell (3/19/02)</p> <p style="text-align: right; font-size: 1.2em;">3-29-02</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Ethicon, Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: _____</p> <p>Route 22 West Somerville, NJ 08876</p> <p>City: _____</p> <p>State: _____ Zip: _____</p> <p>Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>see Box 1, conveying parties</u></p>	

4. Application number(s) or patent number(s):

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

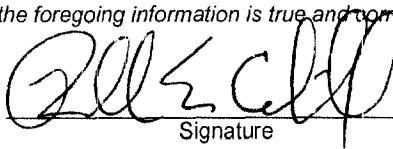
<p>A. Patent Application No.(s): <u>10/024,625</u></p>	<p>B. Patent No.(s): _____</p>
<p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Ronald E. Cahill</u> <u>NUTTER MCCLENNEN & FISH LLP</u></p> <p>Internal Address: <u>Atty. Dkt.: 022956-71</u></p> <p>Street Address: <u>One International Place</u></p> <p>City: <u>Boston</u> State: <u>MA</u> Zip: <u>02110-2699</u></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>141449</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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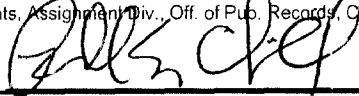
9. Statement and signature.

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.

<p><u>Ronald E. Cahill</u> Name of Person Signing</p>	 Signature	<p><u>March 26, 2002</u> Date</p>
<p>Total number of pages including cover sheet, attachments, and documents: <u>4</u></p>		

Recordation Form Cover Sheet

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an envelope addressed to: Commissioner for Patents, Assignment Div., Off. of Pub. Records, Crystal Gateway 4, Arlington, VA 22202, on the date shown below.

Dated: March 26, 2002 Signature:  (Ronald E. Cahill)

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PATENT
REEL: 012759 FRAME: 0405

ASSIGNMENT

Whereas we, the undersigned, Ian D. McRury, Douglas W. Dunn and Nathan S. Cauldwell, hereby have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled **SUTURE WELDING SYSTEM AND METHOD**, identified as Attorney Docket No. 22956-71, which application was filed on December 18, 2001 and assigned Application No. 10/024,625.

Whereas, Ethicon, Inc., a corporation organized under and pursuant to the laws of New Jersey, having a principal place of business at Route 22 West, Somerville, NJ 08876 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, reissue and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;


3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as us, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful

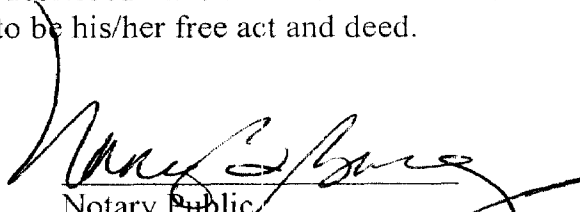
application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which I have executed this Assignment as an instrument under seal on the dates indicated next to my name.

Dated: 3-19-02

Ian D. McRury

State or Commonwealth of Massachusetts
County of Norfolk

On this 19th day of March, 2002, before me appeared Ian D. McRury to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.


Notary Public
My Commission Expires: September 23, 2005

[seal]

In testimony of which I have executed this Assignment as an instrument under seal on the dates indicated next to my name.

Dated: 3/19/02

Douglas W. Dunn
Douglas W. Dunn

DW Dunn
3/19/02

State or Commonwealth of Massachusetts
County of Norfolk

On this 19th day of March, 2002, before me appeared Douglas W. Dunn, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.

Nancy Sporn
Notary Public
My Commission Expires: September 23, 2005

[seal]

In testimony of which I have executed this Assignment as an instrument under seal on the dates indicated next to my name.

Dated: 3-19-2002

Nathan S. Cauldwell
Nathan S. Cauldwell

State or Commonwealth of Massachusetts
County of Norfolk

On this 19th day of March, 2002, before me appeared Nathan S. Cauldwell to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she acknowledged the same to be his/her free act and deed.

Nancy Sporn
Notary Public
My Commission Expires: September 23, 2005

[seal]

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