

06-18-2002

Form PTO-1595
(Rev. 03/01)

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

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

1. Name of conveying party(ies):

James G. Whyne

6-11-02

2. Name and address of receiving party(ies)

Name: David R. Diduch

Internal Address: _____

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Street Address: 1560 Old Oaks Drive

City: Charlottesville State: VA Zip: 22901

Execution Date: _____

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) 10/084,283

B. Patent No.(s) _____

Additional numbers attached? Yes No

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

Name: Michael N. Haynes, Esquire

Internal Address: _____

Street Address: 123 East Main Street

8th Floor

City: Charlottesville State: VA Zip: 22902

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:

50-1563

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9. Signature.

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Michael N. Haynes

Name of Person Signing

Signature

31 May 2002

Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 012982 FRAME: 0951

ASSIGNMENT AND AGREEMENT

For value received, I, JAMES G. WHAYNE (hereinafter "ASSIGNOR") of 137 New Castle Drive, Chapel Hill, North Carolina, 27517, U.S.A., hereby sell, assign and transfer to DAVID R. DIDUCH (hereinafter "ASSIGNEE") of 1560 Old Oaks Drive, Charlottesville, Virginia, 22901, U.S.A., and his successors, assigns and legal representatives, the entire right, title and interest, for the United States of America, in and to certain inventions related to **SUPERELASTIC SUTURE PASSING DEVICES AND METHODS** described in an application for Letters Patent of the United States, filed on February 26, 2002, as United States Patent Application Number 10/084,283, 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 I also concurrently hereby sell, assign and transfer to Assignee 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.


I authorize ASSIGNEE to make application for such protection in his 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 me, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

I 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 ASSIGNEE to apply for patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

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

I agree that, when requested, I shall, without charge to ASSIGNEE 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: 5/29/02


James G. Whayne

United States of America)

State of NORTH CAROLINA)ss:

County of ORANGE)

On this 29 day of MAY, 2002, before me personally came James G. Whayne, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.


Notary Public

My commission expires: Nov 15, 2006

