

FORM PTO-1595 (modified)

09-13-2002

(Rev 6-93)

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Patent and Trademark Office

102220944

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

Roderick E. Briscoe
Russell A. Corace

9-5-02

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

Medtronic, Inc.
700 Central Avenue, N.E.
Minneapolis, Minnesota 55432

Additional conveying party(ies) NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

4/3/96; 4/3/96

Additional name(s) & address(es) attached? NO

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

If this is being filed together with a new application, the execution date of the application is: 4/3/96;
4/3/96

A. Patent Application Number(s):

10,235,300

B. Patent Number(s):

Additional numbers attached? NO

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

Jeffrey S. Gundersen
FOLEY & LARDNER
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5367

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

8. Deposit account number: 06-1447

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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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Jeffrey S. Gundersen

9/5/02

Name of person signing

Signature

Date

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

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PATENT
REEL: 013271 FRAME: 0878

ASSIGNMENT

WHEREAS, RODERICK E. BRISCOE and RUSSELL A. CORACE

residing, respectively, at 5271 14 Mile Ct., N.E., Rockford, Michigan 49341; and 3081 Wildridge, N.E.,
Grand Rapids Township, Michigan 49505

(hereinafter "Assignors") have invented certain new and useful improvements in:

CATHETER WITH AUTOINFLATING, AUTOREGULATING BALLOON

for a full description of which reference is here made to an application for Letters Patent of the United States of America executed by Assignors as of the respective dates associated with their respective names herein; and

WHEREAS, MEDTRONIC, INC.
a corporation of the State of Minnesota, having its principal office and place of business in the City of Minneapolis, County of Anoka, State of Minnesota, (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above-identified, and in, to, and under any Letters Patent that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by Assignors from Assignee is hereby acknowledged, Assignors have agreed to sell, assign, and transfer and by these presents do hereby sell, assign, and transfer unto Assignee the entire right, title, and interest in, to, and under: said invention and application above identified; any Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignors hereby covenant and agree, for themselves and for their respective legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignors hereby authorize and empower Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignors might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim such rights without further written or oral authorization from Assignors.

Assignors hereby consent that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignors covenant and agree that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignors.

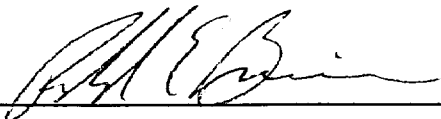
Assignors hereby authorize and request Assignee to fill in the following blanks specifying the United States Serial No. and filing date for said application above identified:

U.S. Serial No. _____
Filed _____

but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this ASSIGNMENT.

Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.

IN TESTIMONY WHEREOF, the said Assignors have respectively hereunto set their hands on the dates indicated below.


Dated: 4/3/96 SIGNATURE: 
NAME: RODERICK E. BRISCOE

STATE OF Michigan)
COUNTY OF Kent) ss.

On this 3rd day of April, 1996, personally appeared before me the above-named Roderick E. Briscoe, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth in said instrument.

Barbara Anderson
Notary Public, Kent County, Michigan
My commission expires: 11-13-99

BARBARA ANDERSON
Notary Public, Kent County, MI
My Commission Expires 11-13-99

Dated: 4/3/96 SIGNATURE: 
NAME: RUSSELL A. CORACE

STATE OF Michigan)
COUNTY OF Kent) ss.

On this 3rd day of April, 1996, personally appeared before me the above-named Russell A. Corace, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth in said instrument.

Barbara Anderson
Notary Public, Kent County, Michigan
My commission expires: 11-13-99

BARBARA ANDERSON
Notary Public, Kent County, MI
My Commission Expires 11-13-99