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11-15-2002



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PATENT
Docket No. 3359-4020

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s) : Thornton et. al.
Serial No. : 08/772,372
Filed : December 23, 1996
For : KINK RESISTANT BIFURCATED PROSTHESIS

7-1-02



RECORDATION FORM COVER SHEET PURSUANT TO 37 C.F.R. § 3.31

Hon. Commissioner of Patents and Trademarks
BOX ASSIGNMENTS
Washington, D.C. 20231

Sir:

10/184989

Please record the attached original documents or copy thereof.

1. Name of conveying parties:

Prograft Medical, Inc.

2. Name and address of receiving party:

Name Gore Enterprise Holdings, Inc.

Internal Address: _____

Street Address: 551 Paper Mill Road, P.O. Box 9206

City Newark State Delaware ZIP 19714-9206 U.S.A.

3. Name of conveyance: Assignment Merger Security Agreement

Change of Name Other _____

Execution Date: October 18, 1999.

7-1-02
40E

4. Application Number(s) or Patent Number(s):

U.S. Patent Application serial no. 08/772,372 entitled "Kink Resistant Bifurcated Prosthesis."

Patent No.(s) _____

10/28/1999 DNGUYEN 00000090 134500 08772372

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5. Address all future communications to:

MORGAN & FINNEGAN, L.L.P.
345 Park Avenue
New York, New York 10154

6. Total number of applications and patents involved: one.

7. Total fee (37 CFR §3.41): \$40.00 property x one property = \$ 40.00.

A check in the amount of \$ 40.00 to cover the recordation fee is enclosed.

Charge fee to Deposit Account No. 13-4500. Order No. 3359-4020.

The Commissioner is hereby authorized to charge any additional fees which may be required for this recordation, or credit any overpayment to Deposit Account No. 13-4500. Order No. 3359-4020. A COPY OF THIS DOCUMENT IS ENCLOSED.

8. 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.

Respectfully submitted,

MORGAN & FINNEGAN, L.L.P.



By: Christopher J. Gaspar

Dated: October 19, 1999

Registration No. 41,030

CORRESPONDENCE ADDRESS: Total number of pages including the recordation cover sheet: four.

MORGAN & FINNEGAN, L.L.P.
345 Park Avenue
New York, New York 10154
(212) 758-4800
(212) 751-6849 Facsimile

FORM: REC-PAT.NY
Rev. 05/26/98

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ASSIGNMENT OF APPLICATION FOR PATENT

WHEREAS:

PROGRAFT MEDICAL, INC.

1327 Orleans Drive

Sunnyvale, California 94089, U.S.A.

(hereinafter referred to as ASSIGNOR), has been assigned a discovery or invention entitled:

KINK RESISTANT BIFURCATED PROSTHESIS

for which application for Letters Patent of the United States has been filed on December 23, 1996, under Serial No. 08/772,372, and

WHEREAS:

GORE ENTERPRISE HOLDINGS, INC.

551 Paper Mill Road, P.O. Box 9206

Newark, Delaware 19714-9206 U.S.A.

(hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that for good and valuable consideration by ASSIGNEE to ASSIGNOR, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive right, title and interest to said discovery or invention in the United States and its territorial possessions and in all foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patent on applications as aforesaid, to issue all such Letters Patent for said discovery or invention to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behoof of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

COPY

ASSIGNOR hereby covenants that it has full right to convey the entire right, title and interest herein sold, assigned, transferred and set over;

AND SAID ASSIGNOR hereby further covenants and agrees that the ASSIGNEE, its successors, legal representatives, or assigns, may apply for foreign Letters Patent on said discovery or invention and claim the benefits of the International Convention, and that I will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to me respecting said discovery or invention, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the said discovery or invention, the said applications and the said Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns, and that if reissues of the said Letters Patent or disclaimers relating thereto, or divisions, continuations, or re filings of the said applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives, or assigns, I will, at any time, when called upon to do so by the ASSIGNEE its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention or discovery in all countries, all without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

Assignor's name: PROGRAFT MEDICAL, INC.

Assignor's signature: *James D. Dykes*

Name: James D. Dykes
Title: Secretary
PROGRAFT MEDICAL, INC.

Citizenship: U.S.A.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 18th day of October, 1999

STATE OF Arizona)
) ss.:
COUNTY OF Coconino)

On this 18th day of October, 1999, before me, the undersigned authority, personally appeared

to me known and known to me to be the individual who is described in and who executed the foregoing Assignment, and who duly acknowledged to me that he executed the same as his own voluntary act and deed for the uses and purposed therein specified.

Elaine Silashki
Notary Public

FORM: ASSIGN.PAT
Rev. 10/04/94



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**ASSIGNMENT
JOINT**

THIS ASSIGNMENT, by Troy Thornton, Randy S. Chan and Lilip Lau (hereinafter referred to as the assignors), residing at 130A South Park, San Francisco, California 94107, 1623 Parkview Green Circle, San Jose, California 95131 and 1132 S. Sage Ct., Sunnyvale, California 94087, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in KINK RESISTANT BIFURCATED PROSTHESIS, set forth in an application for Letters Patent of the United States, having an oath or declaration executed on even date herewith; bearing Serial No. 08/772,372 and filed on December 23, 1996; and

WHEREAS, Prograft Medical, Inc., a corporation duly organized under and pursuant to the laws of Delaware and having its principal place of business at 2500 Faber Place, Palo Alto, California 94303 (hereinafter referred to as the 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 or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient considerations, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

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AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

5/9/97
Date

Troy Thornton
Troy Thornton

5/9/97
Date

Randy S. Chan
Randy S. Chan

5/9/97
Date

Lilip Lau
Lilip Lau

COPY

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UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

MARCH 03, 2000

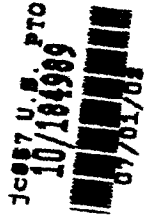
MORGAN & FINNEGAN L.L.P
CHRISTOPHER J. GASPAR
345 PARK AVENUE
NEW YORK, NEW YORK 10154

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MORGAN & FINNEGAN LLP



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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 10/25/1999

REEL/FRAME: 010419/0190
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
PROGRAFT MEDICAL, INC.

DOC DATE: 10/18/1999

ASSIGNEE:
GORE ENTERPRISE HOLDINGS, INC.
551 PAPER MILL ROAD
P.O. BOX 9206
NEWARK, DELAWARE 19714-9206

SERIAL NUMBER: 08772372
PATENT NUMBER:

FILING DATE: 12/23/1996
ISSUE DATE:

ALLYSON PURNELL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

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**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JUNE 26, 1997

PTAS

MORRISON & FOERSTER LLP
RONALD D. DEVORE
755 PAGE MILL ROAD
PALO ALTO, CA 94304-1018



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JUL - 7 1997

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RECORDATION DATE: 05/16/1997

REEL/FRAME: 8511/0250
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
THORNTON, TROY

DOC DATE: 05/09/1997

ASSIGNOR:
CHAN, RANDY S.

DOC DATE: 05/09/1997

ASSIGNOR:
LAU, LILIP

DOC DATE: 05/09/1997

ASSIGNEE:
PROGRAFT MEDICAL, INC.
2500 FABER PLACE
PALO ALTO, CALIFORNIA 94303

SERIAL NUMBER: 08772372
PATENT NUMBER:

FILING DATE: 12/23/1996
ISSUE DATE:

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**PATENT
REEL: 013476 FRAME: 0303**

JEEVON JONES, EXAMINER
ASSIGNMENT DIVISION
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