

03-28-2003

PATENT

579-P0015A WWW/HJP

3-27-03
IN THE UNITED STATES



102402457

OFFICE

Applicants	David J. Guerra, et al.
Serial No. Serial No. 10/319,963	Filing Date: December 16, 2002
Title of Application:	Optical Fiber System With Sealed Fiber Bundle
Confirmation No. 2185	Group Art Unit 2874
Examiner	

FINANCE SECTION

2003 MAR 27 AM 11:18

OFFICE OF PATENT & TRADEMARKS

Box Assignment
Assistant Commissioner for Patents
Washington, DC 20231

Patent Assignment Recordation Form Cover Sheet

Dear Sir:

Please record the attached original document.

1. Name of conveying parties. David J. Guerra and James P. Barry.
2. Name and Address of Receiving Party. Karl Storz Endovision; 91 Carpenter Hill Road; Charlton, MA 01507.
3. Nature of Conveyance: Assignment. Execution Date: March 19, 2003
4. Name and Address of Party to Whom Correspondence Concerning Document should be mailed.

Wesley W. Whitmyer, Jr., Registration No. 33,558
 Hyun Jong Park, Limited Recognition
 Attorneys for Applicants
 ST.ONGE STEWARD JOHNSTON & REENS LLC
 986 Bedford Street
 Stamford, CT 06905-5619
 203 324-6155

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Mailing Certificate: I hereby certify that this correspondence is today being deposited with the U.S. Postal Service as *First Class Mail* in an envelope addressed to: Box Assignment; Commissioner for Patents and Trademarks; Washington, DC 20231.

March 21, 2003

Susan K. Drammeh

5. Application Number: Application Serial No. 10/319,963 filed December 16, 2002.
6. Total Number of Applications Involved: 1.
7. Total Fee (37 CFR 3.41). \$40.00 due. A check for this amount is enclosed.
8. Authorization to Charge Deposit Account. The Commissioner is hereby authorized to charge any additional fees due by this paper and during the entire pendency of this Application to Account No. 19-4516.
9. Statement and Signature. Total number of pages including cover sheet, attachments and document are 4. To the best of my knowledge and belief, the foregoing information is true and correct and any copy submitted herewith is a true copy of the original document.

Respectfully submitted,

W. J. Park

Wesley W. Whitmyer, Jr., Registration No. 33,558
Hyun Jong Park, Limited Recognition
Attorneys for Applicants
ST.ONGE STEWARD JOHNSTON & REENS LLC
986 Bedford Street
Stamford, CT 06905-5619
203 324-6155

Assignment

WHEREAS, We, the undersigned inventors, have made certain inventions or discoveries (or both) as set forth in an application for Letters Patent of the United States of America, entitled **Optical Fiber System with Sealed Fiber Bundle** (2579-P0015A WWW/HJP), which application being filed on December 16, 2002, (Serial No. 10/319,963).

WHEREAS, Karl Storz Endovision, a corporation organized and existing under the laws of the State of Massachusetts, and having an office and place of business at 91 Carpenter Hill Road, Charlton, MA 01507, and, together with its successors and assigns is hereinafter called "Assignee", and is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

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 divisional, renewal, substitute, continuation 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 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 rise 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 names or in the name of the Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patents 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, application 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 representative and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us from them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and 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 representative or assigns, which may be useful for establishing the facts of our conceptions, disclosures, and reductions to practice of said inventions and discoveries.

IN WITNESS WHEREOF, we, David J. Guerra and James P. Barry, having hereunto set our hands and affixed our seals.

3/19/03
Date

David J. Guerra
David J. Guerra
231 Woodstock Ave., Apt 4
Putnam, CT 06260

STATE OF : **ss.**
COUNTY OF :

On this Thirteenth of April, 2003, before me personally came **David J. Guerra**, to me known and known to me to be the same person described in and who executed the foregoing instrument and duly acknowledged to me that this document was executed as a free act and deed.

David V. Payeur
Notary Public

3/19/03
Date

James P. Barry
James P. Barry
3 Dennis Wilber Drive
Charlton, MA 01507

STATE OF : **ss.**
COUNTY OF :

On this Thirteenth of April, 2003, before me personally came **James P. Barry**, to me known and known to me to be the same person described in and who executed the foregoing instrument and duly acknowledged to me that this document was executed as a free act and deed.

David V. Payeur
Notary Public

**DAVID V. PAYEUR
NOTARY PUBLIC
MY COMMISSION EXPIRES
JULY 03, 2003**