

05-01-2003

Form PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌ ▼



102435544

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

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

## 1. Name of conveying party(ies):

Durrell G. Tidwell  
Timothy S. Jones

4.30.03

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

Name: Medtronic, Inc. (d/b/a Medtronic Midas Rex)Internal Address: LC 340Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other

Street Address: 710 Medtronic ParkwayCity: Minneapolis State: MN Zip: 55432Execution Date: April 8, 2003Additional 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) 10/352,478

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached? ☐ Yes ☒ No

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

Name: Haynes and Boone, LLPInternal Address: Suite 3100Street Address: 901 Main StreetCity: Dallas State: TX Zip: 752026. Total number of applications and patents involved: ☐7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed



Authorized to be charged to deposit account

## 8. Deposit account number:

08-1394

## 9. Signature.

J. Andrew Lowes

Name of Person Signing

Signature

Date

4/23/03

Total number of pages including cover sheet, attachments, and documents: 5Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

R-45182.1

Cust. No.



27683

PATENT

U.S. PATENT AND TRADEMARK OFFICE

REEL: 014003 FRAME: 0779

OFFICE OF TOLL RECORDS  
2003 APR 30 AM 10:59  
FINANCE SECTION04/30/2003 DEYRME 00000128 10352478  
01 FC:8081 40.00 DP

DO NOT USE THIS SPACE

**ASSIGNMENT**

WHEREAS, We,

- |     |                    |                                      |
|-----|--------------------|--------------------------------------|
| (1) | Durrell G. Tidwell | of Burleson<br>State of Texas, USA   |
| (2) | Timothy S. Jones   | of Carrollton<br>State of Texas, USA |

have invented certain improvements in

**APPARATUS FOR CONTAINING NOISE GENERATED BY A PNEUMATICALLY  
POWERED SURGICAL INSTRUMENT AND RELATED METHOD**

for which we have executed an application for Letters Patent of the United States of America, of even date herewith; and

WHEREAS, Medtronic, Inc. d/b/a Medtronic Midas Rex (Assignee), a corporation organized and existing under the laws of the State of Minnesota, having its principal office and place of business in the City of Minneapolis, State of Minnesota, is desirous of obtaining the entire right, title, and interest in, to and under the said invention and the said application in the United States of America and in any and all countries foreign thereto;

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration, we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in, to and under the said invention, and the said application, and all divisional, renewal, substitutional, and continuing applications thereof, and all Letters Patent of the United States of America which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may be filed for said invention in any country or countries foreign to the United States of America, and all extensions, renewals, and reissues thereof, and all prior patents and patent applications from which a filing priority of the above-described patent application may be obtained, including the right to collect past damages; and I hereby authorize and request the Commissioner of Patents 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 patents on applications as aforesaid, to issue all Letters Patent for said invention to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

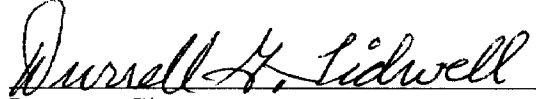
AND WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to said Assignee, its successors, legal representatives and assigns, any facts known to me respecting said invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, renewal, substitutional, continuing, and reissue applications, make all rightful declarations and/or oaths and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention in all countries.

---

First Inventor Name: Durrell G. Tidwell  
Residence Address: 108 Downwood Drive  
Burleson, TX 76028

Dated: 7-08-03

  
Inventor Signature

---

Second Inventor Name: Timothy S. Jones  
Residence Address: 1614 Fairwind Ct.  
Carrollton, TX 75007

Dated: \_\_\_\_\_

\_\_\_\_\_  
Inventor Signature

---

## ASSIGNMENT

WHEREAS, We,

- |     |                    |                                      |
|-----|--------------------|--------------------------------------|
| (1) | Durrell G. Tidwell | of Burleson<br>State of Texas, USA   |
| (2) | Timothy S. Jones   | of Carrollton<br>State of Texas, USA |

have invented certain improvements in

### **APPARATUS FOR CONTAINING NOISE GENERATED BY A PNEUMATICALLY POWERED SURGICAL INSTRUMENT AND RELATED METHOD**

for which we have executed an application for Letters Patent of the United States of America, of even date herewith; and

WHEREAS, Medtronic, Inc. d/b/a Medtronic Midas Rex (Assignee), a corporation organized and existing under the laws of the State of Minnesota, having its principal office and place of business in the City of Minneapolis, State of Minnesota, is desirous of obtaining the entire right, title, and interest in, to and under the said invention and the said application in the United States of America and in any and all countries foreign thereto;

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration, we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in, to and under the said invention, and the said application, and all divisional, renewal, substitutional, and continuing applications thereof, and all Letters Patent of the United States of America which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may be filed for said invention in any country or countries foreign to the United States of America, and all extensions, renewals, and reissues thereof, and all prior patents and patent applications from which a filing priority of the above-described patent application may be obtained, including the right to collect past damages; and I hereby authorize and request the Commissioner of Patents 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 patents on applications as aforesaid, to issue all Letters Patent for said invention to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to said Assignee, its successors, legal representatives and assigns, any facts known to me respecting said invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, renewal, substitutional, continuing, and reissue applications, make all rightful declarations and/or oaths and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention in all countries.

---

First Inventor Name: Durrell G. Tidwell  
Residence Address: 108 Downwood Drive  
Burleson, TX 76028

Dated: \_\_\_\_\_

\_\_\_\_\_  
Inventor Signature

---

Second Inventor Name: Timothy S. Jones  
Residence Address: 1614 Fairwind Ct.  
Carrollton, TX 75007

Dated: 4-8-03

  
\_\_\_\_\_  
Inventor Signature

---