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FORM PTO-1595 U.S.  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)



102528912

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Commissioner for Patents : Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Enrico Nicolo

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

3. Nature of conveyance:

[ ] Assignment [ ] Merger  
[ ] Security Agreement [ ] Change of Name  
☒ Other Confirmatory Assignment

Execution Date: 12/23/99

2. Name and address of receiving party(ies)

Name: Davol, Inc.

Internal Address:

Street Address: 100 Sockanosett Crossroad  
Cranston, Rhode Island 02920

Additional name(s) &amp; addresses(es) attached? [ ] Yes [X] 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)

B. Patent No.(s)

09/488,724

Additional numbers attached? [ ] Yes [X] No

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

Name: Carole A. Boelitz  
Address: Wolf, Greenfield & Sacks, P.C.  
Federal Reserve Plaza  
600 Atlantic Avenue  
Boston, MA 02210

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

The Commissioner is authorized to charge any deficiencies in the enclosed payment to:

8. Deposit Account No: 23/2825

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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.

Carole A. Boelitz

Name of Person Signing

Signature

Date

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

Mail documents to be recorded with required cover sheet information to (modify as appropriate):

Mail Stop Assignment Recordation Services

Director - U.S. Patent and Trademark Office

PO Box 1450, Alexandria, VA 22313-1450

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PATENT  
REEL: 014386 FRAME: 0716

## **CONFIRMATORY ASSIGNMENT**

WHEREAS, Enrico Nicolo, M.D., currently residing at 515 Timber Lane, Jefferson Hills, Pennsylvania 15025 (hereinafter referred to as "Assignor"), by a certain agreement executed on or about September 29, 1999 ("Agreement"), sold, assigned and transferred certain rights, including patent rights, to Davol Inc., a Delaware Corporation having a principal place of business at 100 Sockanosett Crossroad, Cranston, Rhode Island 02920 (hereinafter referred to as "Davol" or "Assignee");

WHEREAS, Assignor, on the date of the Agreement, was the owner of the entire right, title and interest worldwide in and to certain patent rights, including U.S. Patent Application Nos. 08/621,475, and 60/146,061, a United States continuation-in-part application filed on January 9, 1999 claiming the benefit of the 08/621,475 case, and PCT Application No. PCT/US97/04918, and all divisions, continuations, continuations-in-part, substitutes, renewals, reissues, reexaminations, extensions, utility models and foreign counterparts of any of the foregoing whether in existence as of the date of the Agreement or created thereafter, that are directed to and claim Inguinal Hernia Repair Prosthetics as defined in the Agreement (all of the foregoing rights hereinafter referred to collectively as the "Assigned Rights");

WHEREAS, Davol, for the benefit of itself, its successors, assigns or other legal representatives, is desirous of securing express confirmation of these acquisitions, by virtue of the Agreement, of the aforesaid Assigned Rights;

NOW, THEREFORE, for good and valuable consideration to him paid by Davol, the receipt of which is hereby acknowledged, Assignor does hereby ratify and confirm in Davol:

The entire right, title and interest worldwide in and to the Assigned Rights; the same to be held and enjoyed by Davol, its successors, assigns or other legal representatives, to its and their own use to the full end of the term or terms for the Assigned Rights as fully and entirely as the same would have been held and enjoyed by Assignor had the sale, assignment and transfer not occurred, including all rights to sue for past infringement and recover damages for the same that occurred prior to the effective date of the Agreement;

IN WITNESS WHEREOF, Assignor and Davol, by its duly authorized officer,  
have executed this assignment.

ASSIGNOR:

ENRICO NICOLO, M.D.

Enrico Nicolo

ASSIGNEE:

DAVOL INC.

Mark P. Kelly  
Name:  
Title: President

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\*\* TOTAL PAGE. 04 \*\*

RECORDED: 08/15/2003

PATENT  
REEL: 014386 FRAME: 0718