Form PTO-1595 (Rev. 10/02)  OMB No. 0651-0027 (exp. 6/30/2005)  Tab settings ⇒ ⇒ ▼  Tab settings ⇒ ⇒ ▼	U.S. Patent and Tradem
	s: Please record the attached original documents or copy therec
Name of conveying party(ies):	2. Name and address of receiving party(ies)
John M. Murphy	Name: Medtronic, Inc.
Bryan D. Simmons	Internal Address:
Additional name(s) of conveying party(es) attached? Yes No	) ————————————————————————————————————
3. Nature of conveyance:	
✓ Assignment	
Security Agreement Change of Name	Street Address: LC340, 710 Medtronic Parkway
Other	_
	City: Minneapolis State: MN Zip: 55432
Execution Date: 3/2/2004 and 2/18/2004	Additional name(s) & address(es) attached? Yes
4. Application number(s) or patent number(s):	
If this document is being filed together with a new ap	plication, the execution date of the application is:
A. Patent Application No.(s) 10/699,471	B. Patent No.(s)
Additional numbers	attached? Yes No
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents invol
	6. Total number of applications and patents involved.  7. Total fee (37 CFR 3.41)\$\frac{40.00}{}\$
concerning document should be mailed:	
concerning document should be mailed:  Name: J. Andrew Lowes	7. Total fee (37 CFR 3.41)\$\(\frac{40.00}{\text{\sigma}}\) Enclosed
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concerning document should be mailed:  Name: J. Andrew Lowes	7. Total fee (37 CFR 3.41)\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Concerning document should be mailed:  Name: J. Andrew Lowes  Internal Address: Haynes and Boone, LLP	7. Total fee (37 CFR 3.41)\$40.00  Enclosed  Authorized to be charged to deposit accounts.  8. Deposit account number:
Name: J. Andrew Lowes  Internal Address: Haynes and Boone, LLP  Street Address: 901 Main Street, Suite 3100	7. Total fee (37 CFR 3.41)\$ 40.00  Enclosed  Authorized to be charged to deposit account number:
Concerning document should be mailed:  Name: J. Andrew Lowes  Internal Address: Haynes and Boone, LLP	7. Total fee (37 CFR 3.41)\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
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Concerning document should be mailed:  Name: J. Andrew Lowes  Internal Address: Haynes and Boone, LLP  Street Address: 901 Main Street, Suite 3100  City: Dallas State: TX Zip: 75202	7. Total fee (37 CFR 3.41)\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Concerning document should be mailed:  Name: J. Andrew Lowes  Internal Address: Haynes and Boone, LLP  Street Address: 901 Main Street, Suite 3100  City: Dallas State: TX Zip: 75202  DO NOT US	7. Total fee (37 CFR 3.41)\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
City: Dallas State: TX Zip: 75202  DO NOT US  9. Signature.	7. Total fee (37 CFR 3.41)\$40.00  Enclosed  Authorized to be charged to deposit accord  8. Deposit account number:
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PATENT REEL: 015148 FRAME: 0975

Patent / Docket No.: P-10606 / 31849.39

Customer No. 27683

## ASSIGNMENT

WHEREAS, We,

(1) John M. Murphy of Haltom City,

State of Texas, USA

(2) Bryan D. Simmons Flower Mound,

State of Texas, USA

have invented certain improvements in

## SURGICAL INSTRUMENT WITH ADJUSTABLE ROTARY CUTTING TOOL AND METHOD OF CUTTING

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

WHEREAS, Medtronic, Inc. (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 we 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

D-1182311.1

PATENT REEL: 015148 FRAME: 0976 Patent / Docket No.: P-10606 / 31849.39

Customer No. 27683

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:

John M. Murphy

Residence Address:

4200 Northern Cross

Haltom City, Texas 76137

Dated: 03/02/04

Inventor Signature

Second Inventor Name:

Bryan D. Simmons

2221 Warrington Avenue Flower Mound, Texas 75028

Dated: 18 F.F.S. 200 4

Inventor Signature

D-1182311.1

RECORDED: 03/29/2004

PATENT REEL: 015148 FRAME: 0977