

RECORDED

06-10-2004



To the Honorable Commissioner of Patents and

102762987

... documents or copy thereof.

1. Name of conveying party(ies):
Srinivas NISHTALA
Stéphane GOBRON
Jeff SMITH
Tim WARD

6/4/04

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other (To correct the assignee's address at Reel 014621, Frame 0362)

Execution Date: November 6, 1998

2. Name and address of receiving party(ies)
Name: **SCIMED Life Systems, Inc.**
Street Address: **One SCIMED Place**
City: **Maple Grove** State: **Minnesota** Zip: **55311-1566**
Additional name(s) & address(es) attached? No Yes

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)
10/638,757

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Cooley Godward LLP**
Internal Address: **Patent Group**
Street Address:
One Freedom Square, Reston Town Center,
11951 Freedom Drive
City: Reston State: VA Zip: 20190-5656

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
8. Deposit account number: **50-1283**
The Commissioner is hereby authorized to charge any appropriate fees under 37 CFR 3.41 that may be required by this paper, and to credit any overpayment, to Deposit Account No. 50-1283. This paper is submitted in duplicate.

DO NOT USE THIS SPACE

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.

Jeffrey A. Pade, Reg. No. 42,970
Name of Person Signing

Signature

6/4/2004
Date

Total number of pages including cover sheet, attachments, and documents: [6]

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

40.00 EP
06/09/2004 JNELLER 00000104 10638757
01 FC:0021

ASSIGNMENT

WHEREAS, We, Srinivas Nishtala, Stéphane Gobron, Jeff Smith and Tim Ward have invented one or more improvements in:

DILATION SYSTEMS AND RELATED MEHTODS

described in an application (or provisional application) for Letters Patent of the United States:

identified by Attorney Docket No. _____, and/or executed by us of even date herewith and about to be filed in the United States Patent Office;

Serial No. 09/164,001 filed in the United States Patent Office on September 30, 1998
; and

WHEREAS, SCIMED Life Systems, Inc. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the Minnesota, and having a usual place of business at One SCIMED Place, Maple Grove, MN 55311-1566 desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the inventions described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under international convention, including but not limited to continuations, divisionals, reissues, and reexaminations of said application of such Letters Patent; said inventions, applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said inventions, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE for its own name as assignee of our entire right, title and interest therein.

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including: the execution of applications for patents in foreign countries; the execution of substitution, reissue, divisional or continuation applications; and preliminary or other statements or the giving of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved; and

we further hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on that date of our execution of this assignment;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

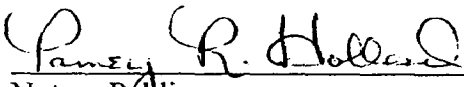
Inventor:



Srinivas Nishtala


Individual
Commonwealth of Massachusetts)
County of *Queen*) ss

Subscribed and sworn to before me, by the above-named Srinivas Nishtala this *6th* day of *November*, 1998.



Notary Public
My Commission Expires: *8/20/2001*

Inventor:

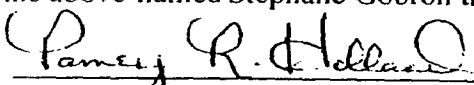


Stéphane Gobron

Indiana

~~Commonwealth of Massachusetts~~)
County of Owen) ss

Subscribed and sworn to before me, by the above-named Stéphane Gobron this 6th
day of November, 1998.



Notary Public
My Commission Expires: 5/20/2001

Inventor: Jeffrey C. Smith
Jeff Smith

Indiana
Commonwealth of ~~Massachusetts~~)
County of Owen) ss

Subscribed and sworn to before me, by the above-named Jeff Smith this 6th day of November, 1998.

Pamela R. Holland
Notary Public
My Commission Expires: 8/20/2001

Inventor: Tim Ward
Tim Ward

Indiana
Commonwealth of ~~Massachusetts~~)
County of Owen) ss

Subscribed and sworn to before me, by the above-named Tim Ward this 6th day of November, 1998.

Pamela R. Holland
Notary Public
My Commission Expires: 8/20/2001

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