

07-06-2004

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Attorney Docket No. 6530.0322  
Attorney Customer Number: 22,852To the Director of the U.S. Patent and  
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102783856

Mail Stop Assignment Recordation Services

|   |   |   |                      |
|---|---|---|----------------------|
| 1. Name of conveying party(ies):<br>Jon Gingrich and Malka Berndt<br><i>6:2804</i>  |   | 2. Name and address of receiving party(ies):<br>Name: Scimed Life Systems, Inc.                                   |                      |
| Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |   | Internal Address:   |                      |
| 3. Nature of conveyance:  |   | Street Address: One Scimed Place  |                      |
| <input checked="" type="checkbox"/> Assignment  | <input type="checkbox"/> Merger         | City: Maple Grove   |                      |
| <input type="checkbox"/> Security Agreement   | <input type="checkbox"/> Change of Name | State: MN   | Zip Code: 55311-1566 |
| <input type="checkbox"/> Other:   |   | Additional name(s) & Address(es) attached?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                      |
| Execution Date: June 8, 2004 and June 17, 2004, respectively.   |   |   |                      |
| 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: June 8, 2004 and June 17, 2004, respectively. |   |   |                      |
| A. Patent Application Number(s):<br><i>10876613</i>   |   | B. Patent Number(s):  |                      |
| Additional numbers attached?  |   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |                      |
| 5. Name and address of party to whom correspondence concerning document should be mailed:<br><br>Name: Leslie I. Bookoff, Esq.  |   | 6. Total number of applications and registrations involved:<br>One  |                      |
| Internal Address: FINNEGAN, HENDERSON, FARABOW, GARRETT & DUNNER, L.L.P.  |   | 7. Total fee (37 CFR 3.41): \$40  |                      |
| Street Address: 1300 I Street, N.W.   |   | <input checked="" type="checkbox"/> Enclosed (Please charge deficiency to deposit account)                        |                      |
| City: Washington  |   | <input type="checkbox"/> Authorized to be charged to deposit account  |                      |
| State: D.C. Zip: 20005-3315   |   | 8. Deposit Account No.: 06-0916   |                      |
| 9. Statement and signature.<br><br>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.             |   |   |                      |
| Michael W. Kim, Reg. No. 51,880   |   | <i>Michael W. Kim</i><br>Signature  |                      |
|   |   | <i>6/28/04</i><br>Date  |                      |
| Total number of pages including cover sheet, attachments and documents: 5   |   |   |                      |

06/30/2004 AOSMAN1 00000048 10876613

FD:8021

40.00 DP

## ASSIGNMENT

WHEREAS we, the below named inventors, (hereinafter referred to as Assignors), have made an invention entitled:

### END EFFECTOR ASSEMBLY CAP AND TISSUE REMOVAL DEVICE AND RELATED METHODS

for which we executed an application for United States Letters Patent concurrently herewith or filed an application for United States Letters Patent on (Application No. ); and

WHEREAS, **Scimed Life Systems, Inc.**, a corporation of Minnesota whose post office address is **One Scimed Place, Maple Grove, Minnesota 55311-1566** (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from Assignee is hereby acknowledged, we, as Assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, my entire right, title, and interest in and to this invention, and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of the above provisional application (if any), as well as all rights to claim priority on the basis of this application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

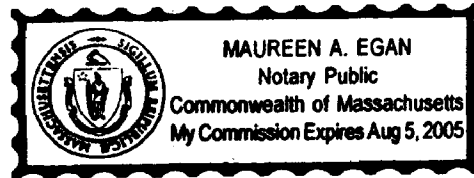
AND, WE HEREBY covenant that we have the full right to convey the interest assigned by this Assignment, and we have not executed and will not execute any agreement in conflict with this Assignment;

AND, WE HEREBY further covenant and agree that we will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

IN TESTIMONY WHEREOF, I have hereunto set my hand.

County of Middlesex ) Name: Jon Gingrich  
of )  
 ) ss. Address: 9 Comstock Dr.  
 ) Shrewsbury, MA 01545  
State of Massachusetts ) By: Jon Gingrich  
 ) Date: 6.8.04

On this 8<sup>th</sup> day of June, 2004, before me, the undersigned Notary Public, personally appeared Jon Gingrich, proved to me through satisfactory identification, which was/were Personal Knowledge, to be the person whose name is signed on the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.



Maureen A. Egan  
Signature of Notary

My Commission Expires: August 5, 2005

County of \_\_\_\_\_ ) Name: Malka Berndt  
of \_\_\_\_\_ )  
 ) ss. Address: 57 Spring Street  
 ) Lexington, MA 02421  
State of \_\_\_\_\_ ) By: \_\_\_\_\_  
 ) Date: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2004, before me, the undersigned Notary Public, personally appeared Malka Berndt, proved to me through satisfactory identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

\_\_\_\_\_  
Signature of Notary

My Commission Expires: \_\_\_\_\_

## ASSIGNMENT

WHEREAS we, the below named inventors, (hereinafter referred to as Assignors), have made an invention entitled:

### END EFFECTOR ASSEMBLY CAP AND TISSUE REMOVAL DEVICE AND RELATED METHODS

for which we executed an application for United States Letters Patent concurrently herewith or filed an application for United States Letters Patent on (Application No. ); and

WHEREAS, **Scimed Life Systems, Inc.**, a corporation of Minnesota whose post office address is **One Scimed Place, Maple Grove, Minnesota 55311-1566** (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application;

NOW THEREFORE, be it known that for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration the receipt of which from Assignee is hereby acknowledged, we, as Assignors, have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, my entire right, title, and interest in and to this invention, and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of the above provisional application (if any), as well as all rights to claim priority on the basis of this application, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, WE HEREBY covenant that we have the full right to convey the interest assigned by this Assignment, and we have not executed and will not execute any agreement in conflict with this Assignment;

AND, WE HEREBY further covenant and agree that we will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to us respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

IN TESTIMONY WHEREOF, I have hereunto set my hand.

County of \_\_\_\_\_ ) Name: Jon Gingrich  
of \_\_\_\_\_ )  
State of \_\_\_\_\_ ) ss. Address: 9 Comstock Dr.  
By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Shrewsbury, MA 01545

On this \_\_\_\_\_ day of \_\_\_\_\_, 2004, before me, the undersigned Notary Public, personally appeared Jon Gingrich, proved to me through satisfactory identification, which was/were \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Signature of Notary

My Commission Expires: \_\_\_\_\_

County of Middlesex ) Name: Malka Berndt  
of \_\_\_\_\_ )  
State of Ma ) ss. Address: 57 Spring Street  
By: Malka Berndt  
Date: June 17, 2004  
Lexington, MA 02421

On this 17<sup>th</sup> day of June, 2004, before me, the undersigned Notary Public, personally appeared Malka Berndt, proved to me through satisfactory identification, which was/were work/employee badge, to be the person whose name is signed on the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Signature of Notary

My Commission Expires: 11/03/08

