

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
James A. Peterson	02/21/2005
Christopher J. Sperry	02/21/2005
Joseph M. Gyskiewicz	03/02/2005
Delmer L. Smith	03/04/2005

RECEIVING PARTY DATA

Name:	Incisive Surgical, Inc.
Street Address:	14405 21st Avenue North
Internal Address:	Suite 130
City:	Plymouth
State/Country:	MINNESOTA
Postal Code:	55447

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11022319

CORRESPONDENCE DATA

Fax Number: (612)349-9266

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: patton@ptslaw.com

Correspondent Name: J. Paul Haun

Address Line 1: 4800 IDS Center, 80 S. 8th Street

Address Line 4: Minneapolis, MINNESOTA 55042

NAME OF SUBMITTER:

J. Paul Haun

Total Attachments: 3

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PATENT

REEL: 015763 FRAME: 0897

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CH \$40.00 11022319

ASSIGNMENT

WHEREAS, we, James A. Peterson of Edina Minnesota, Christopher J. Sperry of Plymouth, Minnesota, Joseph M. Gryskiewicz of Edina, Minnesota, and Delmer L. Smith of Edina, Minnesota, have invented certain new and useful improvements in METHOD AND APPARATUS FOR TISSUE FASTENING WITH SINGLE TRANSLATING TRIGGER OPERATION, for which an application for Letters Patent of the United States has been made, and which may be identified in the United States Patent Office by Application No. 11/022,319, filed December 23, 2004.

WHEREAS, Incisive Surgical, Inc. ("Assignee"), a business entity organized and existing under the laws of the State of Minnesota and having its principal offices at 14405 21st Avenue North, suite 130, Plymouth, Minnesota 55447, is desirous of acquiring the entire right, title and interest in and to said invention, said application and in, to and under any and all Letters Patent to be obtained therefor;


NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration to us in hand paid by said Assignee, the receipt of which is hereby acknowledged, we have sold, assigned and transferred, and by these presents do hereby sell, assign and transfer unto the said Assignee, its successors and assigns, our entire right, title and interest in and to said invention, said provisional/utility application, all applications claiming priority to said provisional/utility application including all divisions, continuations or renewals thereof, and the Letters Patent, both foreign and domestic, that may or shall issue, therefrom including all reissues or extensions of such patents including all of our rights under the International Convention, and we do hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above mentioned Assignee in accordance herewith.

We further authorize said Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of said United States application and/or otherwise take advantage of the provisions of the International Convention.

Upon said consideration we do hereby covenant and agree with the said Assignee, its successors and assigns, that we will not execute in writing or do any act whatsoever conflicting with these presents, and that we or our executors or administrators will at any time upon request, without further or additional consideration, but at the expense of the said Assignee, its successors and assigns, execute such additional writings and do such additional acts as said Assignee, its successors and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, reissued or extended Letters Patent of the United States, or of any and all foreign countries on said invention, and in enforcing any rights occurring as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seal as dated below.

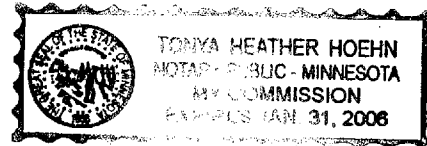
Date: Feb 21, 2005


James A. Peterson

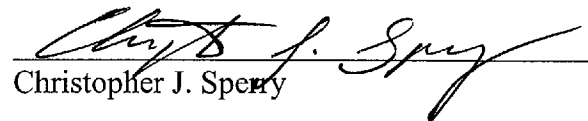
Subscribed and sworn to before me
this 21st day of February, 2005


Notary Public

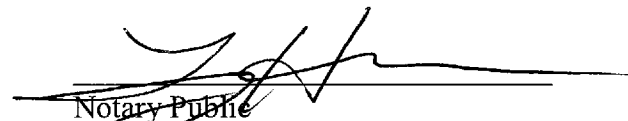
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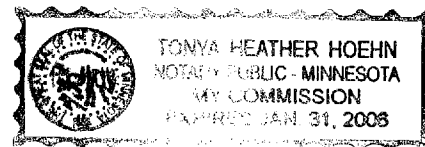
Date: Feb. 21, 2005


Christopher J. Sperry

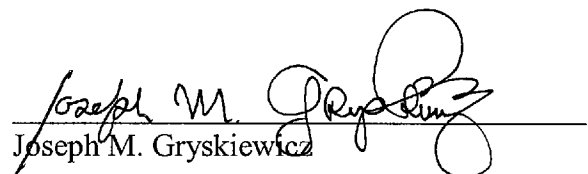
Subscribed and sworn to before me
this 21st day of February, 2005


Notary Public

[Notary Seal]



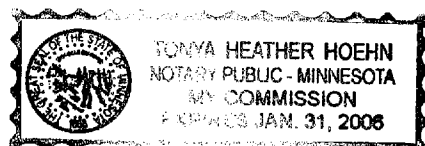
Date: 3.2.05


Joseph M. Gryskiewicz

Subscribed and sworn to before me
this 2nd day of March, 2005


Notary Public

[Notary Seal]



Date: 3/4/05

Delmer L. Smith
Delmer L. Smith

Subscribed and sworn to before me
this 4th day of March, 2005

[Signature]
Notary Public
[Notary Seal]

