

1-31-92

10-13-2004

PATENT AND TRADEMARK OFFICE



102857684

To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Frederick E. Shelton, IV Jeffrey S. Swayze Douglas B. Hoffman Additional name(s) of conveying party(ies) attached? Yes <input type="checkbox"/> x No <input type="checkbox"/>		2. Name and address of receiving party(ies): Name: <u>Ethicon-Endo Surgery, Inc.</u> Street Address <u>4545 Creek Road, #97</u> City: <u>Cincinnati</u> State: <u>OH</u> ZIP: <u>45242</u> Additional name(s) & address(es) attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> x	
3. Nature of conveyance: x Assignment Merger Security Agreement Change of Name Other _____ Execution Date: <u>9/21/04; 9/17/04; 9/17/04</u>			
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) <u>10/674,236</u> B. Patent No.(s) _____ Additional numbers attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> x			
5. Name and address of party to whom correspondence Concerning document should be mailed: Name: <u>David E. Franklin</u> Internal Address: <u>FROST BROWN TODD LLC</u> Street Address: <u>2200 PNC CENTER</u> <u>201 East Fifth Street</u> City: <u>Cincinnati</u> State: <u>OH</u> ZIP: <u>45202</u>		6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41).... \$ <u>40.00</u> x Enclosed Authorized to be charged to deposit account <u>06-2226</u> 8. Deposit Account Number (Attach duplicate copy of this page if paying by deposit count)	

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.

David E. Franklin, Reg. No. 39,194

Name of Person Signing, Registration Number

David E. Franklin

Signature

6-05-04

Date

10/12/2004 DBYRNE 00000019 10674236

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40.00 DP

Total number of pages including cover sheet, attachments, and document

14

1-31-92

PATENT AND TRADEMARK OFFICE

PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Sean P. Conlon Ronald John Kolata Additional name(s) of conveying party(ies) attached? Yes No	2. Name and address of receiving party(ies): Name: <u>Ethicon, Inc.</u> Internal Address: _____ _____ _____ Street Address <u>4545 Creek Road, #97</u> _____ City: <u>Cincinnati</u> State: <u>OH</u> ZIP: <u>45242</u> Additional name(s) & address(es) attached? Yes No		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment Merger <input type="checkbox"/> Security Agreement Change of Name <input type="checkbox"/> Other _____ Execution Date: _____ <u>April 23, 2004</u>			
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: _____ <table border="0"> <tr> <td data-bbox="50 722 792 932"> A. Patent Application No.(s) <u>10/741,868</u> </td> <td data-bbox="792 722 1520 932"> B. Patent No.(s) _____ </td> </tr> </table> Additional numbers attached? Yes x No		A. Patent Application No.(s) <u>10/741,868</u>	B. Patent No.(s) _____
A. Patent Application No.(s) <u>10/741,868</u>	B. Patent No.(s) _____		
5. Name and address of party to whom correspondence Concerning document should be mailed: Name: <u>Edwin R. Acheson, Jr.</u> Internal Address: <u>FROST BROWN TODD LLC</u> _____ _____ Street Address: <u>2200 PNC CENTER</u> <u>201 East Fifth Street</u> City: <u>Cincinnati</u> State: <u>OH</u> ZIP: <u>45202</u>	6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41).... \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed Authorized to be charged to deposit account <u>06-2226</u> 8. Deposit Account Number (Attach duplicate copy of this page if paying by deposit count)		

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.

Edwin R. Acheson, Jr. 31,808
 Name of Person Signing, Registration Number

Edwin R. Acheson, Jr.
 Signature

4/29/04
 Date

Total number of pages including cover sheet, attachments, and document

4

ASSIGNMENT

DOCKET NO. END-5126

Serial No. 10/674,236

Filed September 29, 2003

WHEREAS, Frederick E. Shelton IV, a citizen of the United States, residing at 245 East Main Street, Hillsboro 45133, County of Highland, and State of Ohio; Jeffrey S. Swayze, a citizen of the United States, residing at 7047 Birchley Drive, Hamilton 45011, County of Butler, and State of Ohio, and Douglas B. Hoffman, a citizen of the United States, residing at 10140 Baughman Road, Harrison 45030, County of Hamilton, and State of Ohio, (hereinafter referred to as "ASSIGNORS"), have made certain new and useful inventions or discoveries relating to a SURGICAL STAPLING INSTRUMENT HAVING MULTISTROKE FIRING WITH OPENING LOCKOUT, for which they have this day executed an application for Letters Patent of the United States; and

WHEREAS, Ethicon Endo-Surgery, Inc., a corporation formed under the laws of the State of Ohio, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring Assignors' entire right, title, and interest therein:

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar and other valuable considerations to them moving, the receipt of which is hereby acknowledged, Assignors have sold, assigned, and transferred, and do hereby sell, assign and transfer unto said Assignee their entire right, title and interest in and to all said inventions and discoveries disclosed in said application whose identification above by serial number and filing date, when available is hereby authorized, and in and to said application, all substitutions, divisions, and continuations thereof, and in and to all Letters Patent, United States and foreign, that may be granted for said inventions and discoveries, and in and to all extensions, renewals, and reissues thereof, the same to be held and enjoyed by said Assignees, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made;

And Assignors hereby authorize and request the Commissioner of Patents of the United States to issue said Letters Patent in accordance with this Assignment;

And for the consideration aforesaid, Assignors covenant and agree with said Assignee that he has a full and unencumbered title to the inventions and discoveries above described and hereby assigned, which title they warrant unto said Assignee, its successors and assigns;

And for the consideration aforesaid, Assignors further covenant and agree that they will, whenever requested, but without cost to them promptly communicate to said Assignee or its representatives any facts known to them relating to said inventions and discoveries, testify in any interference or legal proceedings involving said inventions and discoveries, and execute any additional papers that may be necessary to enable said Assignee or its representatives,

successors, nominees, or assigns to secure full and complete protection for the said inventions and discoveries or that may be necessary to vest in said Assignee the complete title to the said inventions and discoveries and patents hereby conveyed and to enable it to record said title.

IN TESTIMONY WHEREOF, Assignor has hereunto set his hand and seal this 21st day of September, 2004.


(L.S.)

Frederick E. Shelton IV
Frederick E. Shelton IV

STATE OF Ohio)
COUNTY OF Hamilton) ss:

BE IT REMEMBERED, That on this 21st day of September, 2004, before me, a Notary Public, personally appeared Frederick E. Shelton IV, who I am satisfied is the person named in and who executed the foregoing instrument in my presence, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

Kimberly Mellissa Moses
Notary Public



KIMBERLY MELLISSA MOSES
Notary Public, State of Ohio
My Commission Expires
September 23, 2006

IN TESTIMONY WHEREOF, Assignor has hereunto set his hand and seal this 17th day of SEPTEMBER, 2004.

(L.S.)

Jeffrey S. Swayze
Jeffrey S. Swayze

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

BE IT REMEMBERED, That on this 17th day of SEPTEMBER, 2004, before me, a Notary Public, personally appeared Jeffrey S. Swayze, who I am satisfied is the person named in and who executed the foregoing instrument in my presence, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

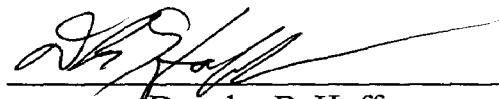
Kimberly Melissa Moses
Notary Public



KIMBERLY MELLISSA MOSES
Notary Public, State of Ohio
My Commission Expires
September 23, 2006

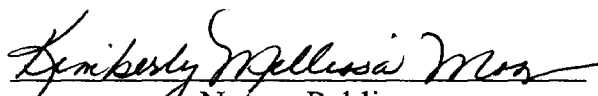
IN TESTIMONY WHEREOF, Assignor has hereunto set his hand and seal this 17th day of September, 2004.

(L.S.)


Douglas B. Hoffman

STATE OF Ohio)
) ss:
COUNTY OF Hamilton)

BE IT REMEMBERED, That on this 17th day of September, 2004, before me, a Notary Public, personally appeared Douglas B. Hoffman, who I am satisfied is the person named in and who executed the foregoing instrument in my presence, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.


Notary Public



KIMBERLY MELLISSA MOSES
Notary Public, State of Ohio
My Commission Expires
September 23, 2006

CinLibrary 0021680.0517368 1430564v.1

ASSIGNMENT

DOCKET NO. END-5126

Serial No. 10/674,236

Filed September 29, 2003

WHEREAS, Frederick E. Shelton IV, a citizen of the United States, residing at 245 East Main Street, Hillsboro 45133, County of Highland, and State of Ohio; Jeffrey S. Swayze, a citizen of the United States, residing at 7047 Birchley Drive, Hamilton 45011, County of Butler, and State of Ohio, and Douglas B. Hoffman, a citizen of the United States, residing at 10140 Baughman Road, Harrison 45030, County of Hamilton, and State of Ohio, (hereinafter referred to as "ASSIGNORS"), have made certain new and useful inventions or discoveries relating to a SURGICAL STAPLING INSTRUMENT HAVING MULTISTROKE FIRING WITH OPENING LOCKOUT, for which they have this day executed an application for Letters Patent of the United States; and

WHEREAS, Ethicon, Inc., a corporation formed under the laws of the State of Ohio, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring Assignors' entire right, title, and interest therein:

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar and other valuable considerations to them moving, the receipt of which is hereby acknowledged, Assignors have sold, assigned, and transferred, and do hereby sell, assign and transfer unto said Assignee their entire right, title and interest in and to all said inventions and discoveries disclosed in said application whose identification above by serial number and filing date, when available is hereby authorized, and in and to said application, all substitutions, divisions, and continuations thereof, and in and to all Letters Patent, United States and foreign, that may be granted for said inventions and discoveries, and in and to all extensions, renewals, and reissues thereof, the same to be held and enjoyed by said Assignees, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made;

And Assignors hereby authorize and request the Commissioner of Patents of the United States to issue said Letters Patent in accordance with this Assignment;

And for the consideration aforesaid, Assignors covenant and agree with said Assignee that he has a full and unencumbered title to the inventions and discoveries above described and hereby assigned, which title they warrant unto said Assignee, its successors and assigns;

And for the consideration aforesaid, Assignors further covenant and agree that they will, whenever requested, but without cost to them promptly communicate to said Assignee or its representatives any facts known to them relating to said inventions and discoveries, testify in any interference or legal proceedings involving said inventions and discoveries, and execute any additional papers that may be necessary to enable said Assignee or its representatives,

successors, nominees, or assigns to secure full and complete protection for the said inventions and discoveries or that may be necessary to vest in said Assignee the complete title to the said inventions and discoveries and patents hereby conveyed and to enable it to record said title.

IN TESTIMONY WHEREOF, Assignor has hereunto set his hand and seal this 19th day of February, 2004.

(L.S.)

Frederick E. Shelton IV

Frederick E. Shelton IV

STATE OF Ohio)
) ss:
COUNTY OF Hamilton)

BE IT REMEMBERED, That on this 19 day of February, 2004, before me, a Notary Public, personally appeared FREDERICK Shelton IV, who I am satisfied is the person named in and who executed the foregoing instrument in my presence, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

Kimberly Melissa Moses

Notary Public
KIMBERLY MELLISSA MOSES
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 09-23-06


IN TESTIMONY WHEREOF, Assignor has hereunto set his hand and seal this 19th day
of FEBRUARY, 2004.

(L.S.)


Jeffrey S. Swayze

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

BE IT REMEMBERED, That on this 19th day of FEBRUARY,
2004, before me, a Notary Public, personally appeared JEFFREY S. SWAYZE,
who I am satisfied is the person named in and who executed the foregoing instrument in my
presence, and I having first made known to him the contents thereof, he did acknowledge that he
signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes
therein expressed.


Notary Public
KIMBERLY MELLISSA MOSES
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 09-23-06

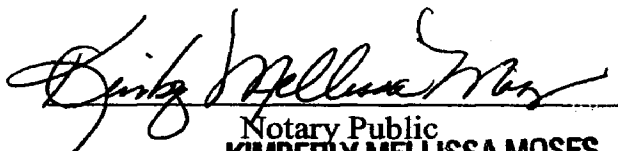
IN TESTIMONY WHEREOF, Assignor has hereunto set his hand and seal this 19th day
of February, 2004.

(L.S.)


Douglas B. Hoffman

STATE OF Ohio)
) ss:
COUNTY OF Hamilton)

BE IT REMEMBERED, That on this 19th day of February,
2004, before me, a Notary Public, personally appeared Douglas B. Hoffman,
who I am satisfied is the person named in and who executed the foregoing instrument in my
presence, and I having first made known to him the contents thereof, he did acknowledge that he
signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes
therein expressed.


Notary Public
KIMBERLY MELLISSA MOSES
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 09-23-06

CinLibrary/1330716.1

21680.0517368

ASSIGNMENT

DOCKET NO. END-5107

Serial No. 10/741,868

Filed December 19, 2003

WHEREAS, Sean P. Conlon, a citizen of the United States, residing at 6234C North Shadow Hill Way, Loveland 45140, County of Clermont, and State of Ohio; and Ronald John Kolata, a citizen of the United States, residing at, 11316 Gideon Lane, Cincinnati 45249, County of Hamilton, and, State of Ohio; (hereinafter referred to as "ASSIGNORS"), have made certain new and useful inventions or discoveries relating to a SUBCUTANEOUS SELF ATTACHING INJECTION PORT WITH INTEGRAL FASTENERS, for which they have executed an application for Letters Patent of the United States, which was filed on the date referenced above.

WHEREAS, Ethicon Endo-Surgery, Inc., a corporation formed under the laws of the State of Ohio, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring Assignors' entire right, title, and interest therein:

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar and other valuable considerations to them moving, the receipt of which is hereby acknowledged, Assignors have sold, assigned, and transferred, and do hereby sell, assign and transfer unto said Assignee their entire right, title and interest in and to all said inventions and discoveries disclosed in said application whose identification above by serial number and filing date, when available is hereby authorized, and in and to said application, all substitutions, divisions, and continuations thereof, and in and to all Letters Patent, United States and foreign, that may be granted for said inventions and discoveries, and in and to all extensions, renewals, and reissues thereof, the same to be held and enjoyed by said Assignees, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made;

And Assignors hereby authorize and request the Commissioner of Patents of the United States to issue said Letters Patent in accordance with this Assignment;

And for the consideration aforesaid, Assignors covenant and agree with said Assignee that he has a full and unencumbered title to the inventions and discoveries above described and hereby assigned, which title they warrant unto said Assignee, its successors and assigns;

And for the consideration aforesaid, Assignors further covenant and agree that they will, whenever requested, but without cost to them promptly communicate to said Assignee or its representatives any facts known to them relating to said inventions and discoveries, testify in any interference or legal proceedings involving said inventions and discoveries, and execute any additional papers that may be necessary to enable said Assignee or its representatives, successors, nominees, or assigns to secure full and complete protection for the said inventions

and discoveries or that may be necessary to vest in said Assignee the complete title to the said inventions and discoveries and patents hereby conveyed and to enable it to record said title.

IN TESTIMONY WHEREOF, Assignor has hereunto set his hand and seal this 15th day of September, 2004.

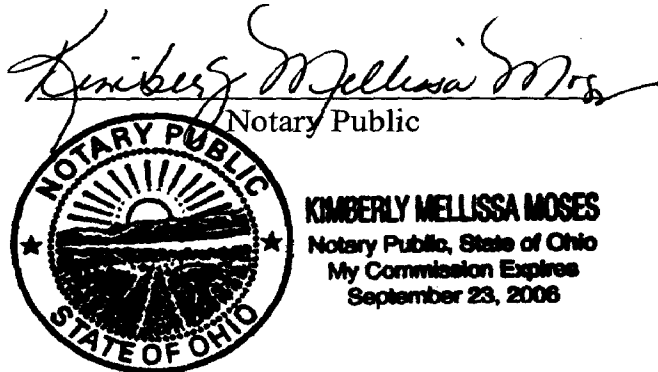
(L.S.)



Sean P. Conlon

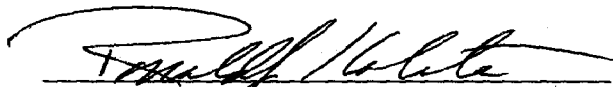
STATE OF Ohio)
) ss:
COUNTY OF Hamilton)

BE IT REMEMBERED, That on this 15th day of September, 2004, before me, a Notary Public, personally appeared Sean P. Conlon, who I am satisfied is the person named in and who executed the foregoing instrument in my presence, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.




IN TESTIMONY WHEREOF, Assignor has hereunto set his hand and seal this 21st day of September, 2004.


(L.S.)


Ronald John Kolata

STATE OF Ohio)
) ss:
COUNTY OF Hamilton)

BE IT REMEMBERED, That on this 21st day of September, 2004, before me, a Notary Public, personally appeared Ronald John Kolata, who I am satisfied is the person named in and who executed the foregoing instrument in my presence, and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.


Notary Public

 KIMBERLY MELLISSA MOSES
Notary Public, State of Ohio
My Commission Expires
September 23, 2006

ASSIGNMENT

DOCKET NO. END-5107

Serial No. 10/741,868

Filed December 19, 2003

WHEREAS, Sean P. Conlon, a citizen of the United States, residing at 6234C North Shadowhill Way, Loveland 45140, County of Clermont, and State of Ohio; and Ronald John Kolata, a citizen of the United States, residing at 11316 Gideon Lane, Cincinnati 45249, County of Hamilton, and, State of Ohio; (hereinafter referred to as "ASSIGNORS"), have made certain new and useful inventions or discoveries relating to a SUBCUTANEOUS SELF ATTACHING INJECTION PORT WITH INTEGRAL FASTENERS, for which they have executed an application for Letters Patent of the United States, which was filed on the date referenced above.

WHEREAS, Ethicon, Inc., a corporation formed under the laws of the State of Ohio, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring Assignors' entire right, title, and interest therein:

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar and other valuable considerations to them moving, the receipt of which is hereby acknowledged, Assignors have sold, assigned, and transferred, and do hereby sell, assign and transfer unto said Assignee their entire right, title and interest in and to all said inventions and discoveries disclosed in said application whose identification above by serial number and filing date, when available is hereby authorized, and in and to said application, all substitutions, divisions, and continuations thereof, and in and to all Letters Patent, United States and foreign, that may be granted for said inventions and discoveries, and in and to all extensions, renewals, and reissues thereof, the same to be held and enjoyed by said Assignees, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made;

And Assignors hereby authorize and request the Commissioner of Patents of the United States to issue said Letters Patent in accordance with this Assignment;

And for the consideration aforesaid, Assignors covenant and agree with said Assignee that he has a full and unencumbered title to the inventions and discoveries above described and hereby assigned, which title they warrant unto said Assignee, its successors and assigns;

And for the consideration aforesaid, Assignors further covenant and agree that they will, whenever requested, but without cost to them promptly communicate to said Assignee or its representatives any facts known to them relating to said inventions and discoveries, testify in any interference or legal proceedings involving said inventions and discoveries, and execute any additional papers that may be necessary to enable said Assignee or its representatives, successors, nominees, or assigns to secure full and complete protection for the said inventions

Customer No. 26874

PATENT
REEL: 015867 FRAME: 0510

ASSIGNMENT

DOCKET NO. END-904

Serial No. 10/615,962

Filed July 9, 2003

WHEREAS, Douglas B. Hoffman, a citizen of the United States, residing at 10140 Baughman Road, Harrison 45030, County of Hamilton, and State of Ohio, (hereinafter referred to as "ASSIGNOR"), has made certain new and useful inventions or discoveries relating to a SURGICAL STAPLING INSTRUMENT INCORPORATING AN ARTICULATION JOINT FOR A FIRING BAR TRACK, for which he has this day executed an application for Letters Patent of the United States; and

WHEREAS, Ethicon Endo-Surgery, Inc., a corporation formed under the laws of the State of Ohio, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring Assignors' entire right, title, and interest therein:

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar and other valuable considerations to him moving, the receipt of which is hereby acknowledged, Assignor has sold, assigned, and transferred, and does hereby sell, assign and transfer unto said Assignee his entire right, title and interest in and to all said inventions and discoveries disclosed in said application whose identification above by serial number and filing date, when available is hereby authorized, and in and to said application, all substitutions, divisions, and continuations thereof, and in and to all Letters Patent, United States and foreign, that may be granted for said inventions and discoveries, and in and to all extensions, renewals, and reissues thereof, the same to be held and enjoyed by said Assignees, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made;

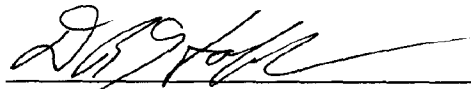
And Assignor hereby authorizes and requests the Commissioner of Patents of the United States to issue said Letters Patent in accordance with this Assignment;

And for the consideration aforesaid, Assignor covenants and agrees with said Assignee that he has a full and unencumbered title to the inventions and discoveries above described and hereby assigned, which title they warrant unto said Assignee, its successors and assigns;

And for the consideration aforesaid, Assignor further covenants and agrees that he will, whenever requested, but without cost to him promptly communicate to said Assignee or its representatives any facts known to him relating to said inventions and discoveries, testify in any interference or legal proceedings involving said inventions and discoveries, and execute any additional papers that may be necessary to enable said Assignee or its representatives, successors, nominees, or assigns to secure full and complete protection for the said inventions and discoveries or that may be necessary to vest in said Assignee the complete title to the said inventions and discoveries and patents hereby conveyed and to enable it to record said title.

IN TESTIMONY WHEREOF, Assignor has hereunto set his hand and seal this 17th day
of September, 2004.

(L.S.)



Douglas B. Hoffman

STATE OF Ohio)
) ss:
COUNTY OF Hamilton)

BE IT REMEMBERED, That on this 17th day of September, 2004,
before me, a Notary Public, personally appeared Douglas B. Hoffman, who I am satisfied is the
person named in and who executed the foregoing instrument in my presence, and I having first
made known to him the contents thereof, he did acknowledge that he signed, sealed, and
delivered the same as his voluntary act and deed for the uses and purposes therein expressed.



Notary Public



KIMBERLY MELLISSA MOSES
Notary Public, State of Ohio
My Commission Expires
September 23, 2006

CinLibrary 0021680.0511040 1430638v.1

ASSIGNMENT

DOCKET NO. END-904

Serial No. 10/615,962

Filed July 9, 2003

WHEREAS, Douglas B. Hoffman, a citizen of the United States, residing at 10140 Baughman Road, Harrison 45030, County of Hamilton, and State of Ohio, (hereinafter referred to as "ASSIGNOR"), has made certain new and useful inventions or discoveries relating to a SURGICAL STAPLING INSTRUMENT INCORPORATING AN ARTICULATION JOINT FOR A FIRING BAR TRACK, for which he has this day executed an application for Letters Patent of the United States; and

WHEREAS, Ethicon, Inc., a corporation formed under the laws of the State of Ohio, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring Assignors' entire right, title, and interest therein:

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar and other valuable considerations to him moving, the receipt of which is hereby acknowledged, Assignor has sold, assigned, and transferred, and does hereby sell, assign and transfer unto said Assignee his entire right, title and interest in and to all said inventions and discoveries disclosed in said application whose identification above by serial number and filing date, when available is hereby authorized, and in and to said application, all substitutions, divisions, and continuations thereof, and in and to all Letters Patent, United States and foreign, that may be granted for said inventions and discoveries, and in and to all extensions, renewals, and reissues thereof, the same to be held and enjoyed by said Assignees, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made;

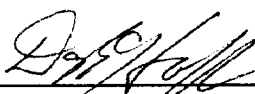
And Assignor hereby authorizes and requests the Commissioner of Patents of the United States to issue said Letters Patent in accordance with this Assignment;

And for the consideration aforesaid, Assignor covenants and agrees with said Assignee that he has a full and unencumbered title to the inventions and discoveries above described and hereby assigned, which title they warrant unto said Assignee, its successors and assigns;

And for the consideration aforesaid, Assignor further covenants and agrees that he will, whenever requested, but without cost to him promptly communicate to said Assignee or its representatives any facts known to him relating to said inventions and discoveries, testify in any interference or legal proceedings involving said inventions and discoveries, and execute any additional papers that may be necessary to enable said Assignee or its representatives, successors, nominees, or assigns to secure full and complete protection for the said inventions and discoveries or that may be necessary to vest in said Assignee the complete title to the said inventions and discoveries and patents hereby conveyed and to enable it to record said title.


IN TESTIMONY WHEREOF, Assignor has hereunto set his hand and seal this 18th day
of September, 2003.

(L.S.)


Douglas B. Hoffman

STATE OF Ohio)
COUNTY OF Hamilton) ss:

BE IT REMEMBERED, That on this 18th day of September,
2003, before me, a Notary Public, personally appeared Douglas B. Hoffman,
who I am satisfied is the person named in and who executed the foregoing instrument in my
presence, and I having first made known to him the contents thereof, he did acknowledge that he
signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes
therein expressed.


KIMBERLY MELLISSA MOSES
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 09-23-06

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