

Form PTO-1595 (Rev. 09/04)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Norbert HESKE (02/28/2005) and Thomas HESKE (02/28/2005)

Execution Date(s): in parentheses after Inventor name

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

3. Nature of Conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: C. R. Bard, Inc.

Internal Address: _____

Street Address: _____

730 Central Avenue

City: Murray Hill

State: New Jersey

Country: U.S. Zip: 07974

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)
10/500,522

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Todd W. Wight
MORRISON & FOERSTER LLP

Internal Address: Atty. Dkt.: 297912004400

Street Address: 555 West Fifth Street, Suite 3500

City: Los Angeles

State: CA Zip: 90013-1024

Phone Number: (949) 251-7189

Fax Number: (949) 251-0900

Email Address: TWight@mofo.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number 03-1952
Authorized User Name Todd W. Wight

9. Signature:


Signature

April 6, 2005

Date

Todd W. Wight - 45,218

Name of Person Signing

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

4

**ASSIGNMENT
JOINT**

THIS ASSIGNMENT, by Norbert HESKE and Thomas HESKE (hereinafter referred to as the assignors), residing at Dorfstraße 22a, 82288 Kottgeisering, GERMANY and Kirchstr. 22, 82284 Grafrath, GERMANY, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements for **BIOPSY DEVICE FOR REMOVING TISSUE SPECIMENS USING A VACUUM**, set forth in an application for Letters Patent of the United States filed under U.S. serial No. 10/500,522, which claims the benefit under 35 U.S.C. § 371 of International Application No. PCT/DE03/00844 filed March 17, 2003; and

WHEREAS, **C. R. Bard, Inc.**, a corporation duly organized under and pursuant to the laws of the State of New Jersey US and having its principal place of business at 730 Central Avenue, Murray Hill, NJ 07974 US (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

Attorney Docket No.: 297912004400

"I hereby authorize and request the assignee's attorneys and agents of Morrison & Foerster LLP, to insert here in parentheses (Application number 10/500,522, filed _____) the application number and filing date of said application when known."

Febr. 28. 2005
Date

Norbert Heske
Norbert HESKE

02/28/2005
Date

Thomas Heske
Thomas HESKE