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FORM PTO-1595 (REV. 6/04)

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To the Director Of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof

1. Name of conveying party(ies): Michael P. WHITMAN and David A. NICHOLAS Additional name(s) of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: Power Medical Interventions, Inc. Street Address: 110 Union Square Drive New Hope, PA 18938 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____ Execution dates: April 19, 2004 and April 20, 2004			
4. Application numbers or patent numbers: If this document is being filed together with a new application, the execution date of the application is:			
A. Patent Applications: 10/785,672		B. Patent No.(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: Name: Michelle M. Carniaux, Esq. Internal Address: KENYON & KENYON Street Address: One Broadway City: New York State: New York ZIP: 10004		6. Total number of applications and patents involved: 1 7. Total fee (37 C.F.R. 3.41) \$ 40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 11-0600	
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9. Statement and signature. <i>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.</i>			
Thomas C. Hughes, Reg. No. 42,674 Name of Person Signing		Signature: Date: Dec. 13, 2004	
Total Number of pages including cover sheet, attachments and document: 5			
OMB No. 0651-0027 (exp. 6/30/2005)			
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Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services Director of the USPTO P.O. Box 1450 Alexandria, VA 22313-1450			
Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information Systems, PK2-1000C, Washington D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0605-0011), Washington, D.C. 20503			

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ASSIGNMENT

WHEREAS, we,

**Michael P. WHITMAN
16 Pheasant Run
New Hope, PA 18938
Citizenship: US**

and

**David A. Nicholas
148 Cottage Street
Trumbull, CT 06611
Citizenship: US**

have made inventions and discoveries in **SURGICAL CUTTING AND STAPLING DEVICE** for which a United States Patent Application was filed on February 23, 2004 as Serial No. 10/785,672;

WHEREAS, **Power Medical Interventions, Inc.**, having a place of business at **110 Union Square Drive, New Hope, PA 18938**, and who, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservations:

1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said inventions and discoveries, said United States Patent Application, any and all other applications for Letters Patent on said inventions and discoveries in any and all countries, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon said inventions and discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent.

2. Authorize Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under an International Convention or otherwise.

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. Warrant that we have not conveyed to others any right, title, or interest in said inventions and discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; that we have good right to assign the same to Assignee without encumbrance; and that we are aware of no claim to the contrary.

5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that said inventions and discoveries, said applications, and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries; and to testify to the same in any interference, arbitration, or litigation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 17 day
of April, 2004.

A handwritten signature in black ink, appearing to read "Michael P. Whitman", written over a horizontal line.

Michael P. WHITMAN

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 20th day
of APRIL, 2004.


David A. NICHOLAS

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