

01-25-2005

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



102924693

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

112919 U.S. PTO
1102924693



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

Arthur A. Bertolero
Raymond Bertolero
Jerome B. Riebman

Execution Date(s) 8/14/01, 8/14/01, 8/15/01

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: ENDOSCOPIC TECHNOLOGIES, INC.

Internal Address: _____

Street Address: 4135 Blackhawk Plaza Circle, Suite 150

City: Danville

State: CA

Country: _____ Zip: 94506

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

4. Application or patent number(s):

A. Patent Application No.(s) _____

☒ 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: CAROL D. TITUS

GSS LAW GROUP

Internal Address: _____

Street Address: 3900 Newpark Mall Road, Suite 317

City: Newark

State: CA Zip: 94560

Phone Number: (510) 742-7417

Fax Number: (510) 742-7419

Email Address: gsmith@ix.netcom.com

6. Total number of applications and patents involved: 40.00

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 _____

Authorized User Name _____

9. Signature: Carol D. Titus
Signature

1/3/2005
Date

CAROL D. TITUS

Name of Person Signing

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

3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

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PATENT
REEL: 016161 FRAME: 0749

COPY

Attorney Docket No: ESTC-004/01US

PATENT

ASSIGNMENT
(Joint)

BERTOLERO, Arthur A., residing at 155 Sunhaven Road, Danville, CA 94506

BERTOLERO, Raymond S., 130 Windover, Danville, CA 94506

RUEBMAN, Jerome B., 1291 Brookings Lane, Sunnyvale, CA 94087

(hereinafter each referred to as "Assignor") have made an invention(s) relating to certain new and useful improvements in:

MULTICHANNEL CATHETER WITH OBTURATOR

set forth in an application for Letters Patent of the United States, which is a

- (1) ☐ provisional application
- (a) ☐ to be filed herewith; or
- (b) ☐ bearing Application No. , and filed on ; or
- (2) ☒ non-provisional application
- (a) ☐ having an oath or declaration executed on prior to filing of application; or
- (b) ☐ bearing Application No. , and filed on ; and

WHEREAS, Endoscopic Technologies, Inc., a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at ., 4135 Blackhawk Plaza Circle, Suite 150, Danville, CA 94506 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, 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, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned invention(s), the right to file applications on said invention(s) and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the Paris Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf 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 Assignor had this sale and assignment not been made;

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AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is a lawful owner of the entire right, title, and interest in and to the invention(s) set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s) or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said invention(s) in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents 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 or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, application number, the dates of execution of the oath or declaration, and attorney docket number of said application when known;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

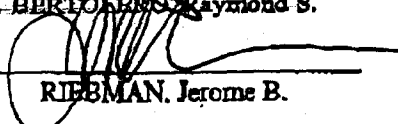
Date: 8/14/01

By: 
BERTOLERO, Arthur A.

Date: 8/14/01

By: 
BERTOLERO, Raymond S.

Date: 8/15/01

By: 
RIBMAN, Jerome B.