

5-2-05

05-06-2005

D #

Form PTO-1595 (Rev. 03/05)
OMB No. 0651-0037 (exp. 6/30/2005)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RI 102996489 PATENTS ONLY	
MAY 02 2005 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) 1) Paul A. Farber 2) Stanislaw Marczyk Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Tyco Healthcare Group LP</u> Internal Address: <u>150 Glover Avenue</u> Street Address: _____ City: <u>Norwalk</u> State: <u>CT</u> Country: <u>USA</u> Zip: <u>06856</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance/Execution Date(s): Execution Date(s) 1) 4/19/2005 2) 4/19/2005 <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) <u>11/059,805</u> B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Mark Farber, Esq.</u> Internal Address: <u>Tyco Healthcare Group LP</u> Street Address: <u>150 Glover Avenue</u> City: <u>Norwalk</u> State: <u>CT</u> Zip: <u>06856</u> Phone Number: <u>203-845-1059</u> Fax Number: <u>203-846-5988</u> Email Address: <u>mark.farber@tycohealthcare.com</u>	6. Total number of applications and patents involved: _____ 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00 <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title) 8. Payment Information a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>21-0550</u> Authorized User Name _____
9. Signature: <u>Mark Farber</u> April 29, 2005 Signature Date Mark Farber, Reg. No.: 34,159 Name of Person Signing	
Total number of pages including cover sheet, attachments, and documents: 4	

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

05/05/2005 GTOM11 00000100 210550 11059805

01 FC:8021

40.00 DA

PATENT
REEL: 016516 FRAME: 0086

For: ☒ U.S. and/or ☒ Foreign Rights
For: ☒ U.S. Application or ☐ U.S. Patent
By : ☒ Inventor(s) or ☐ Present Owner

ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNORS of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,
ASSIGNORS:

Paul A. Scirica and Stanislaw Marczyk

(If assignment is by person or entity to whom invention was previously assigned and this was recorded in PTO add the following)

Recorded on: _____
Reel _____
Frame _____

hereby sells, assigns and transfers to

ASSIGNEE:

Tyco Healthcare Group LP
(Type or print name of ASSIGNEE)
150 Glover Avenue
Address
Norwalk, Connecticut 06856
United States
United States
Nationality

and the successors, assigns and legal representatives of the ASSIGNEE

☒ the entire right, title and interest

☐ an undivided _____ percent (_____ %) interest for the United States and its territorial possessions

☒ and in all foreign countries, including all rights to claim priority, the right to sue for present, past and future infringement, in the United States, its territorial possessions, and in all foreign countries, including all treaty and convention rights in and to the invention and any and all improvements entitled:

Surgical Stapling Apparatus with Locking Mechanism

and which is found in

- (a) ☐ U.S. patent application executed on even date herewith.
- (b) ☐ U.S. patent application executed on _____.
- (c) ☒ U.S. application Serial No. 11/059,805 filed on February 17, 2005.
- (d) ☐ U.S. provisional application No. 60/ _____
filed on _____.
- (e) ☐ U.S. Patent No. _____ issued _____.
- (f) ☐ PCT application No. _____
filed on _____.

- [] A change of address to which correspondence is to be sent regarding patent maintenance fees is being sent separately.
- (g) [X] and any legal equivalent thereof in a foreign country, including the right to claim priority and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, continuation-in-part, divisional, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof

ASSIGNORS hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;


ASSIGNORS hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all such Letters Patent to ASSIGNEE:

ASSIGNORS further covenants to promptly provide all pertinent facts and documents known and accessible to ASSIGNORS relating to said invention and said Letters Patent and legal equivalents; to testify as to the same in any interference, litigation or proceeding related thereto; to execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patents which may be granted therefor in said ASSIGNEE, its successors, assigns or other legal representatives; to execute any additional or divisional applications for patents for said invention, or any part or parts thereof, and for the reissue of any Letters Patents to be granted therefor; and to make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein, all without further compensation, but at the sole expense of ASSIGNEE, its successors, assigns, or other legal representatives.


ASSIGNORS hereby grants ASSIGNEE and Assignee's attorneys the power to insert the Serial No. and/or filing date of the above-described application(s) after such information becomes known to them.

IN WITNESS WHEREOF, I/We have hereunto set hand and seal.

WARNING: Date of signing must be the **same as** the date of execution of the application if item (a) was checked above.


Paul A. Scirica

4/19/05
Dated


Stanislaw Marczyk

4-19-2005
Dated

[X] Notarization or Legalization Page Added.

State of Connecticut

County of ~~Fairfield~~ ^{New Haven}) ss ~~North~~ ^{Haven}

Before me this 19th day of April, 2004⁵,

personally appeared Paul Seirica to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he/she executed the same of his own free will for the purposes therein set forth.

Cathy A. Rein

Notary Public

AFFIX SEAL

Cathy A. Rein
NOTARY PUBLIC
State of Connecticut
My Commission Expires 11/21/07

State of Connecticut

County of ~~Fairfield~~ ^{New Haven}) ss ~~North~~ ^{Haven}

Before me this 19th day of April, 2004⁵,

personally appeared Stan Marczyk to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he/she executed the same of his own free will for the purposes therein set forth.

Cathy A. Rein

Notary Public

AFFIX SEAL

Cathy A. Rein
NOTARY PUBLIC
State of Connecticut
My Commission Expires 11/21/07