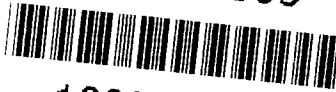


9/24/5 RECOR

09-30-2005



103092181

To the Honorable Commissioner of Patents and Trademarks: Please record this document or copy thereof.

1. Name of conveying party(ies):
Frederick E. Shelton IV

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

2. Name and address of receiving party(ies):
Name: Ethicon Endo-Surgery, Inc.

Internal Address: _____

3. Nature of conveyance:
x Assignment Merger
Security Agreement Change of Name
Other _____

Execution Date: September 13, 2005

Street Address 4545 Creek Road, #97

City: Cincinnati State: OH ZIP: 45242

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

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: September 13, 2005

A Patent Application No.(s)
B. Patent No.(s)

Additional numbers attached? Yes No x

5. Name and address of party to whom correspondence
Concerning document should be mailed:
Name: David E. Franklin

Internal Address: FROST BROWN TODD LLC

Street Address: 2200 PNC CENTER
201 East Fifth Street

City: Cincinnati State: OH ZIP: 45202

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).... \$ 40.00
x Enclosed
Authorized to be charged to deposit account

06-2226
8. Deposit Account Number


(Attach duplicate copy of this page if paying by deposit
count)

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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


Signature

9/21/05
Date

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

113277 U.S. PTO
11/23/1456

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09/29/2005 ECOOPER 00000017 11231456

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ASSIGNMENT

DOCKET NO. END-5706USNP.0534659

Serial No. EV595217896US

Filed September 21, 2005

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 (hereinafter referred to as "ASSIGNOR"), has made certain new and useful inventions or discoveries relating to a SURGICAL STAPLING INSTRUMENT HAVING FORCE CONTROLLED SPACING END EFFECTOR, 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 them 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 Assignee, 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 he warrants 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 them 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.

