

10-04-2005

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



103093570

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

1. Name of conveying party(ies)

Shayne Messerly
Rodney L. Scruggs
Bruce M. Wilcox

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 09-26-05, 09-26-05, 09-26-05

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ 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: USA Zip: 07974

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

4. Application or patent number(s):

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

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: L. Grant Foster

Internal Address: _____

Street Address: 555 - 17th Street, Suite 3200

P.O. Box 8749

City: Denver

State: CO Zip: 80201

Phone Number: (801) 595-7830

Fax Number: (801) 364-9124

Email Address: gfoster@hollandhart.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 _____

Authorized User Name _____

9. Signature:

Signature

Date

9-26-05

L. Grant Foster

Name of Person Signing

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

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

09/29/2005 HGUTEMA1 00000015 29239060

04 FC:8021

40.00 DP

PATENT
REEL: 017038 FRAME: 0595

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

U.S. DESIGN PATENT APPLICATION NO. Unknown
FILING DATE..... Filed Herewith
INVENTORS..... Shayne Messerly, Rodney L. Scruggs, and Bruce M. Wilcox
ASSIGNEE..... C. R. Bard, Inc.
ATTORNEY'S DOCKET NO 51572.0101
TITLE..... "Ultrasound Probe"

PATENT ASSIGNMENT

Inventors:

Shayne Messerly
172 East 650 South
Kaysville, Utah 84037

Rodney L. Scruggs
1482 South 1600 East
Salt Lake City, Utah 84105

Bruce M. Wilcox
190 West 1000 North
Bountiful, Utah 84010

Assignee:

C. R. Bard, Inc.
730 Central Avenue
Murray Hill, New Jersey 07974

BACKGROUND OF THE ASSIGNMENT

INVENTORS have conceived a certain new and useful invention disclosed in a United States design patent application titled "Ultrasound Probe."

ASSIGNEE desires to acquire the entire right, title and interest in the invention and with respect to any Design Patent or grant of rights equivalent thereto that may be granted with respect to the invention in both the United States and in all foreign countries.

3449953_1.DOC

THE PARTIES AGREE AS FOLLOWS:

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each of the undersigned INVENTORS hereby sell, assign, and transfer to C. R. Bard, Inc., a corporation of the state of New Jersey, the entire right, title, and interest in the above-identified design patent application executed concurrently herewith and to all divisional, continuing, substitute, renewal, reissue, and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all countries foreign to the United States relating to any subject matter disclosed by the above-identified patent application and hereby authorize the Commissioner of Patents and Trademarks to issue such Design Patent to ASSIGNEE for the sole use of ASSIGNEE, its successors, or assigns.

Specifically, ASSIGNEE is hereby authorized to apply for patents relating to the invention in its own name in countries where such procedure is proper; to claim the benefit of, file, and prosecute applications relating to the invention under any international conventions or treaties, if applicable. INVENTORS agree to execute applications relating to the invention in those countries and under those international conventions or treaties, if applicable, where it is necessary that the same be executed by the inventors, and to execute assignments of such applications and the resulting grant of patent rights or equivalents thereof to ASSIGNEE as well as all other necessary papers in relation to such applications and Design Patent.

Each of the INVENTORS further agree, at the request and expense of ASSIGNEE, to:

execute all divisional, continuing, substitute, renewal, reissue, and any other documents relating thereto;

execute all rightful oaths, declarations, assignments, powers of attorney, and other papers;


communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known to the undersigned relating to the above-referenced application for United States Design Patent;

testify as to the same in any interference, litigation, or other proceeding relating to the above-referenced application for United States Design Patent; and

in general, do everything reasonably possible which the ASSIGNEE shall consider desirable for vesting title to such application for United States Design Patent in the ASSIGNEE, and for securing, maintaining, defending, or enforcing valid and enforceable patent protection therefor.

Each of the INVENTORS acknowledge that the sale, assignment, and transfer of rights and property set forth herein is and shall be irrevocable and binding upon the heirs, assigns, representatives and successors of each undersigned INVENTORS and extends to the successors, assigns, and nominees of the ASSIGNEE.

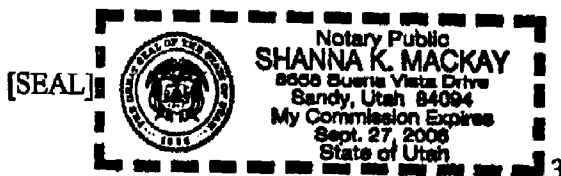
Signed at _____ on September 26, 2005.

 9/26/05
Shayne Messerly

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On September 26, 2005, before me, a Notary Public, personally appeared Shayne Messerly, who is known to me to be the person described in the foregoing assignment, who executed it and acknowledged such execution to be voluntary and for the purposes set forth therein.


NOTARY PUBLIC



3449953_1.DOC

Signed at _____ on September 26, 2005.

Rodney L. Scruggs
Rodney L. Scruggs

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On September 26, 2005, before me, a Notary Public, personally appeared Rodney L. Scruggs, who is known to me to be the person described in the foregoing assignment, who executed it and acknowledged such execution to be voluntary and for the purposes set forth therein.



Shanna K. Mackay
NOTARY PUBLIC

Signed at _____ on September 26, 2005.

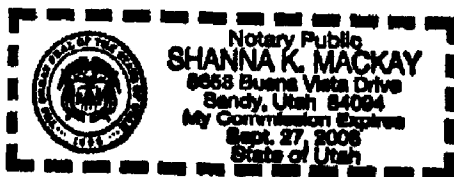
Bruce M. Wilcox
Bruce M. Wilcox

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

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Shanna K. Mackay
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[SEAL]



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U.S. DESIGN PATENT APPLICATION NO. Unknown
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INVENTORS..... Shayne Messerly, Rodney L. Scruggs, and Bruce M. Wilcox
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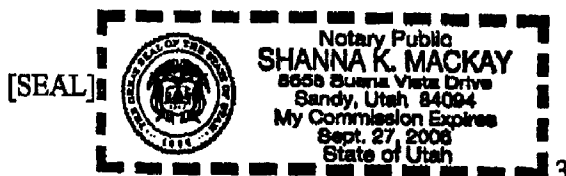
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 9/26/05
Shayne Messerly

STATE OF UTAH .)
 : ss.
COUNTY OF DAVIS)

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NOTARY PUBLIC



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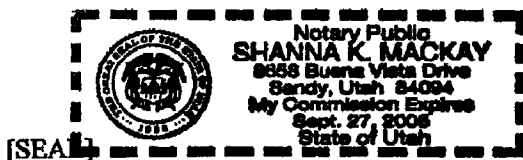
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Rodney L. Scruggs
Rodney L. Scruggs

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

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Shanna K. Mackay
NOTARY PUBLIC

Signed at _____ on September 26, 2005.

Bruce M. Wilcox
Bruce M. Wilcox

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

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Shanna K. Mackay
NOTARY PUBLIC

[SEAL]

