

10-07-2005



103096002

To the Honorable Commissioner of Patents and

you have attached original documents or copy thereof.

09-28-05

1132368U.S. PTO  
11/23/9528  
002906

1. Name of conveying party(ies):  
Kenneth S. Wales

Additional name(s) of conveying party(ies) attached? Yes  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 1, 2005

Street Address 4545 Creek Road, #97

City: Cincinnati State: OH ZIP: 45242

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

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 1, 2005

A Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes  No

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)

DO NOT USE THIS SPACE

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

*David E. Franklin*  
Signature

9/28/05  
Date

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

10/06/2005 ECOOPER 00000215 11239528  
53776  
01 FC8021 40.00 OP

## ASSIGNMENT

DOCKET NO. END-5419USCIP7.0527947

Serial No. EV595217905US

Filed September 28, 2005

WHEREAS, Kenneth S. Wales, a citizen of the United States, residing at 9675 Swan Place, Mason 45040, County of Warren, and State of Ohio (hereinafter referred to as "ASSIGNOR"), has made certain new and useful inventions or discoveries relating to a SURGICAL INSTRUMENT INCORPORATING A FLUID TRANSFER CONTROLLED ARTICULATION BLADDER AND METHOD OF MANUFACTURE, 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 him 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 him 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.