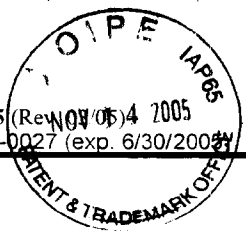


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11-17-2005
103120913
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Atty. Docket: 1695 CIP CON5

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) Mastri, Dominick L.,
- 2) Viola, Frank J.,
- 3) Alesi, Thomas W., Jr.,
- 4) Geiste, Robert J., and
- 5) Wilson Jon

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

2. Name and address of receiving party(ies)

Name: United States Surgical Corp.

Internal Address: 150 Glover Avenue

Street Address: _____

City: Norwalk

State: CT

Country: USA Zip: 06856

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

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

Execution Date(s) 1) 10/19/1995; 2) 10/17/1995; 3) 10/18/1995;
4) 10/17/1995; and 5) 10/20/1995

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

11/186,743

B. Patent No.(s)

11/16/2005 DBYRME 00000250 210550 11186743
01 FC 8021 (40.00 DA)

Additional numbers attached? Yes No

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

Name: Kimberly V. Perry, Esq.

Internal Address: U.S. Surgical,
A Division of Tyco Healthcare Group, LP

Street Address: 150 Glover Avenue

City: Norwalk

State: CT Zip: 06856

Phone Number: 203-845-4562

Fax Number: 203-846-4266

Email Address: _____

6. Total number of applications and patents involved: _____

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 21-0550

Authorized User Name _____

9. Signature:

Signature

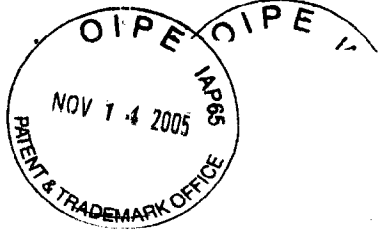
10/21/05

Date

Kimberly V. Perry; Reg No.: 43,612

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5



11/546253

Docket No. 1695 CIP

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 ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNORS: Dominick L. Mastri, Frank J. Viola, Thomas W. Alesi, Jr.
Robert J. Geiste and Jon Wilson,

(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 sell , assign and transfer to

ASSIGNEE: United States Surgical Corporation
150 Glover Avenue
Norwalk, CT 06856
U. S. A.

and the successors, assigns and legal representatives of the ASSIGNEE the entire right, title and interest, including 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 STAPLER

which is described in

- (a) U.S. patent application executed on even date herewith
- (b) U.S. patent application executed on
- (c) U.S. application serial no. _____ filed on
- (d) U.S. patent no. _____ issued
(also check (e) if foreign application(s) is also being assigned)

(e) [x] and any legal equivalent thereof in a foreign country, and, in and to, all United States and foreign Letters Patent, for the full term thereof, to be obtained for said invention by the above application or any continuation, division, renewal, extension or substitute thereof, and as to letters patent any re-issue 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 ASSIGNOR 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 have hereunto set hand and seal.

INVENTORS:

Dominick L. Mastri
Dominick L. Mastri

Dated: 10/19/95

Frank J. Viola
Frank J. Viola

Dated: 10/17/95

Thomas W. Alesi, Jr.
Thomas W. Alesi, Jr.

Dated: 10/18/95

Robert J. Geiste
Robert J. Geiste

Dated: 10/17/95

Jon Wilson
Jon Wilson

Dated: 10-20-95

Dated: _____

State of Connecticut)
) ss
County of Fairfield)

Before me this *19th* day of *October* 1995, personally appeared **Dominick L. Mastri** 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.

Marie A. Grasso
Notary Public

AFFIX SEAL

MARIE A. GRASSO
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 1998

State of Connecticut)
) ss
County of Fairfield)

Before me this *19th* day of *October* 1995, personally appeared **Frank J. Viola** 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.

Marie A. Grasso
Notary Public

AFFIX SEAL

MARIE A. GRASSO
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 1998

State of Connecticut)
) ss
County of Fairfield)

Before me this *19th* day of *October* 1995, personally appeared **Thomas W. Alesi, Jr.** 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.

Marie A. Grasso
Notary Public

AFFIX SEAL

MARIE A. GRASSO
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 1998

State of Connecticut)
) ss
County of Fairfield)

Before me this *19th* day of *October* 1995, personally appeared **Robert J. Geiste** 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.

Marie A. Grasso

Notary Public

AFFIX SEAL

MARIE A. GRASSO
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 1998

State of Connecticut)
) ss
County of Fairfield)

Before me this *20th* day of *OCTOBER* 1995, personally appeared **Jon Wilson** 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.

[Signature]

Notary Public e
COMMISSIONER, SUPERIOR COURT
STATE OF CONNECTICUT

AFFIX SEAL