Foom PTO-1595	(Rev.	03/05))
OMB No. 0651-	0027 (exp.	6/30/2005

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03-02-2006

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	se record the attached documents or the new address(es) below.			
1. Name of conveying party(ies)	2. Name and address of receiving party(ies)			
1) Maciej J. Kieturakis5) Kenneth H. Mollenauer2) Helmut Kayan6) James E. Jervis	Name: Tyco Healthcare Group LP			
3) Jan M. Echeverry	Internal Address: 195 McDermott Boad 🛛 😁 😁			
4) Thomas A. Howell	A TE P			
Additional name(s) of conveying party(ies) attached? Yes 🗸 No	6 5 2			
3. Nature of conveyance/Execution Date(s): 1) 5/5/1995; 2) 5/8/1995; 3) 5/8/1995; Execution Date(s):4) 5/9/1995; 5) 5/8/1995; 6) 5/8/1995	Street Address:			
Assignment Merger				
Security Agreement Change of Name	City: North Haven			
Joint Research Agreement	State: CT			
Government Interest Assignment	Country: USA Zip:06473			
Executive Order 9424, Confirmatory License	Country: USA Zip:06473			
Other	Additional name(s) & address(es) attached? 🗌 Yes 🗹 No			
4. Application or patent number(s): This of A. Patent Application No.(s) 10/449,980	document is being filed together with a new application. B. Patent No.(s)			
Additional numbers atta	ached? Yes No			
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:			
Name:Mark Farber	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00			
Internal Address: Tyco Healthcare Group LP	Authorized to be charged by credit card			
	Authorized to be charged to deposit account			
Street Address: 195 McDermott Road	Enclosed			
·	None required (government interest not affecting title)			
City: North Haven	8. Payment Information			
State: <u>CT</u> Zip:06473	a. Credit Card Last 4 Numbers Expiration Date			
Phone Number: 203-845-1000	b. Deposit Account Number <u>21-0550</u>			
Fax Number: 203-492-8232				
Email Address: mark.farber@tycohealthcare.com	Authorized User Name Kimberly V. Perry			
9. Signature:	2/22/06			

signature:	mith	2/22/06
03/01/2006 DBYRNE	00000292 210550 104 Signature	Date
01 FC:8021	And Perry Reg. No. 48,612	Total number of pages including cover 10
	Name of Person Signing	sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or malled to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT

Whereas, the undersigned,

(1) <u>Maciej K. Kieturakis</u> ,	(2) <u>Helmut Kayan</u> ,
(3) Jan M. Echeverry	(4) Thomas A. Howell ,
(5) <u>Kenneth H. Mollenauer</u> ,	(6) James E. Jervis
(hereinafter termed "the Invento	ors") having a residence address
of	
(1)372 Beverly Drive ,	(2) <u>222 Scenic Drive</u>
San Carlos, CA 94070	Redwood City, CA 94062 ,
(3) <u>2603 Skylark Drive</u> ,	(4) <u>567 Homer Avenue</u> ,
<u>San Jose, CA 95125</u>	Palo Alto, CA 94301
(5) <u>674 Hamilton Lane</u> ,	(6) <u>495 Walsh Road</u> ,
<u>Santa Clara, CA 95051</u>	Atherton, CA 94027
respectively, Counties of	
(1) <u>San Mateo</u> ,	(2) <u>San Mateo</u> ,
(3) <u>Santa Clara</u> ,	(4) <u>San Mateo</u> ,
(5) <u>Santa Clara</u> ,	(6) <u>San Mateo</u>
respectively, Citizens of	
(1) <u>U.S.A.</u>	(2) <u>Germany</u> ,
(3) <u>Colombia</u> ,	(4) <u>U.S.A.</u> ,
(5) <u>U.S.A.</u> ,	(6) <u>U.S.A.</u>

have invented a new and useful APPARATUS AND METHOD FOR DEVELOPING AN ANATOMIC SPACE FOR LAPAROSCOPIC PROCEDURES WITH LAPAROSCOPIC VISUALIZATION and have executed an application for a United States patent disclosing and identifying the invention, which application was filed on March 10, 1995 and assigned U.S. serial number 08/403,012; and

WHEREAS, <u>General Surgical Innovations</u> a corporation of the State of <u>California</u> having a place of business at <u>3172A Porter</u> <u>Drive, Palo Alto</u>, State of <u>California 94304</u>, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to the application and the invention disclosed

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therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by the Inventors (all collectively hereinafter termed "the invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by the Inventors to have been received in full from the Assignee:

1. The Inventors do hereby sell, assign, transfer and convey unto the Assignee, the entire right, title and interest (a) in and to the application and the invention; (b) in and to all rights to apply for foreign patents on the invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on the invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of the applications; and (d) in and to each and every reissue or extensions of any of the patents.

2. The Inventors hereby jointly and severally covenant and agree to cooperate with the Assignee to enable the Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by the Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the Assignee (a) for perfecting in the Assignee the right, title and interest herein conveyed; (b) for prosecuting any of the applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering the invention; (d) for filing and prosecuting

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applications for reissuance of any the patents; (e) for interference or other priority proceedings involving the invention; and (f) for legal proceedings involving the invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by the Inventors in providing such cooperation shall be paid for by the Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Inventors, their respective heirs, legal representatives and assigns.

4. The Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

211/085 Patent

(1) WITNESS MY HAND AT <u>31724 Peter De PawAcro</u>, California, this <u>OS</u> day of <u>MAY</u>, 1995. <u>(Mau'y</u>, <u>J. Chetu ralio, MM 5[5/9]</u>. Maciej K. Kieturakis Date

COUNTY OF SANTA (LARA) ss.

On this $\underline{O5}$ day of $\underline{Ma4}$, 1995, before me, a Notary Public, State of California, duly commissioned and sworn, personally appeared Maciej K. Kieturakis known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in $\underline{SANTA(CLARA)}$ (county), California the day and year as noted above.

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Christian

(2) WITNESS MY HAND AT <u>31724 BREEDE, Paw Aro</u>, California, this OB day of MAY____, 1995.

20cgr 5-8-95

STATE OF <u>ALIFORNIA</u>) COUNTY OF <u>SANTA (LARA</u>) ss.

On this $\underline{O8}$ day of \underline{MAY} , 1995, before me, a Notary Public, State of California, duly commissioned and sworn, personally appeared Helmut Kayan known to me to be the person whose name is subscribed to in the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in <u>SAMM (CARA</u> (county), California the day and year as noted above.



Chistina

PATENT REEL: 017613 FRAME: 0308

(3) WITNESS MY HAND AT <u>31724 Refer De Audro</u>, California, this <u>O8</u> day of <u>MAY</u>, 1995. <u>Jan M. Echeverry</u> Date

STATE OF <u>CALIFORNIA</u>) COUNTY OF <u>SANTA (LARA</u>) SS.

On this \underline{OS} day of \underline{MAY} , 1995, before me, a Notary Public, State of California, duly commissioned and sworn, personally appeared Jan M. Echeverry known to me to be the person whose name is subscribed to in the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in <u>ANTA CLARA</u> (county), California the day and year as noted above.



Austria NOTARY

NOTARY PUBLIC

211/085 Patent

(4) WITNESS MY HAND AT <u>31724 Poerree De Privalito</u>, California, this 09 day of MAY, 1995. The A. May 5/9/95

Thomas A. Howell

STATE OF <u>AUFORNIA</u>) ss. COUNTY OF <u>SANTA (LARA</u>)

On this 09 day of MAY, 1995, before me, a Notary Public, State of California, duly commissioned and sworn, personally appeared Thomas A. Howell known to me to be the person whose name is subscribed to in the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in $\underline{SANTA}(A2A)$ (county), California the day and year as noted above.



1/4 4.00 NOTARY

211/085 Patent

	(5)	WITNESS	MY HAND	AT <u>3172</u>	A PORTER DR. HA	where,	California,	this
<u>08</u>	day of	May	, 1995	5.			·	
Π	ent	TH.	-NU	n,	5-8-95	_		
Ker	neth H	. Mollena	auer	Dat	te			

STATE OF CALIFORNIA ss. COUNTY OF SANTA LARA

On this 08 day of MAY, 1995, before me, a Notary Public, State of California, duly commissioned and sworn, personally appeared Kenneth H. Mollenauer known to me to be the person whose name is subscribed to in the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in ANTA (LARA (county), California the day and year as noted above.



Minteria la

(6) WITNESS MY HAND AT <u>31721 Parende Aus</u>, California, this day of <u>HAY</u>, 1995. <u>Junes E. Jervis</u> Date

STATE OF <u>ALIFORNIA</u>) COUNTY OF <u>SANTACLARA</u>) ss.

On this <u>08</u> day of <u>MAY</u>, 1995, before me, a Notary Public, State of California, duly commissioned and sworn, personally appeared James E. Jervis known to me to be the person whose name is subscribed to in the within instrument and acknowledged to me that he executed the same.</u>

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in <u>SANTA (LAPA</u> (county), California the day and year as noted above.



Austino NOTARY PUBLIC

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Form **PTO-1595** (Rev. 03/05) OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET PATENTS ONLY				
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)	2. Name and address of receiving party(ies)			
1) Maciej J. Kieturakis5) Kenneth H. Mollenauer2) Helmut Kayan6) James E. Jervis	Name: Tyco Healthcare Group LP			
3) Jan M. Echeverry 4) Thomas A. Howell	Internal Address: 195 McDermott Road			
Additional name(s) of conveying party(ies) attached? Yes No 3. Nature of conveyance/Execution Date(s): Execution Date(s). ^{1) 5/5/1995; 2) 5/8/1995; 3) 5/8/1995; Execution Date(s). ^{4) 5/9/1995; 5) 5/8/1995; 6) 5/8/1995}}	Street Address:			
Assignment Merger	City: North Haven			
Joint Research Agreement Government Interest Assignment	State: CT			
Executive Order 9424, Confirmatory License	Country: USA Zip: 06473 Zip: 06473 Additional name(s) & address(es) attached? Yes No			
A. Patent Application No.(s) 10/449,980 Additional numbers att	B. Patent No.(s) ached? Yes No			
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:			
Name:Mark Farber	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00			
Internal Address: Tyco Healthcare Group LP	 Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed None required (government interest not affecting title) 			
Street Address: 195 McDermott Road				
City: North Haven	8. Payment Information			
State: <u>CT</u> Zip: <u>06473</u>	a. Credit Card Last 4 Numbers Expiration Date			
Phone Number:203-845-1000	b. Deposit Account Number <u>21-</u> 0550			
Fax Number: 203-492-8232	Authorized User Name Kimberly V. Perry			
Email Address: mark.farber@tycohealthcare.com				
9. Signature:	z/22/06 Date			
Kimberly V. Perry Reg. No.: 48,612 Name of Person Signing	Total number of pages including cover 10 sheet, attachments, and documents:			

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

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Kieturakis et al.

Examiner: Dawson, Glenn K. Group Art Unit: 3731

Serial No: 10/449,980 Filed: March 30, 2005

For: Apparatus and Method for Developing an Anatomic Space for Laparoscopic Procedures with Laparoscopic Visualization

CERTIFICATE OF MAILING

Date of Deposit: February 22, 2006

I hereby certify that the following:

- [x] This Certificate of Mailing
- [x] Recordation Form Cover Sheet
- [x] Executed Assignment of Invention
- [x] Return postcard

are being deposited with the United States Postal Service under 37 CFR Section 1.10 on the Date of Deposit indicated above in an envelope addressed to the Mail Stop: Assignments; Commissioner for Patents, P.O. box 1450, Alexandria, VA 22313-1450.

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Rebecca Layman /

United States Surgical, a division of TYCO HEALTHCARE GROUP LP 150 Glover Avenue Norwalk, CT 06856 (203) 845-1172