

05-10-2006

REC



Atty. Docket No.: 2851con

103234986

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)/Execution Date(s):

1. Scott Cunningham

Execution Date(s) 1. 10/24/03

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

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Name: Tyco Healthcare Group LP

Internal Address: _____

Street Address: 195 McDermott Road

City: _____

State: CT

Country: US Zip: 06473

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)

05/09/2006 DBYRME 00000244 210550 11415740
01 FC 0021 40.00 DA

Additional numbers attached? Yes No

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

Name: Mark Farber, Esq.

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

Street Address: 150 Glover Avenue

City: Norwalk

State: Connecticut Zip: 06856

Phone Number: 203-845-1000

Fax Number: 203-492-8232

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:

Brian D. Lefort
Signature

May 1, 2003
Date

Brian D. Lefort, Reg. No.43,747

Name of Person Signing

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

3

5-1-06

112919 U.S. PTO
11/4 15740



050106

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,

ASSIGNOR (S): Scott Cunningham

(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 sells, assigns and transfers to

ASSIGNEE: Tyco Healthcare Group LP
150 Glover Avenue
Norwalk, CT 06856

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:

which is described in

- herewith (a) U.S. patent application executed on even date
- (b) U.S. patent application executed on _____
- (c) U.S. application serial no. 10/620,160 filed July 15, 2003 claims priority from Provisional Application No.: 60/396,941, filed July 17, 2002.
- (d) U.S. patent no. _____ issued _____
(also check (e) if foreign application(s) is also being assigned)
- (e) 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;

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;


ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all such Letters Patent to ASSIGNEE:

ASSIGNOR 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.

ASSIGNOR 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:

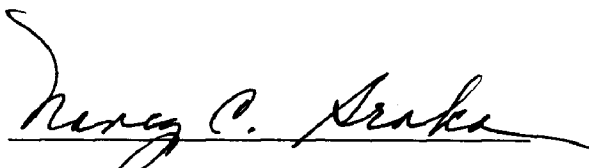


Scott Cunningham

Dated: 10/24/03

State of CONNECTICUT)
County of NEW HAVEN) ss NORTH HAVEN

On this 24 day of OCTOBER 2003, before me personally appeared Scott Cunningham known to me 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.



Notary Public

My Commission Expires June 30, 2005

AFFIX SEAL