

06-06-2006

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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)

Daniel F. Dlugos
William L. Hassler, Jr.



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: _____

Street Address: 4545 Creek Road

City: Cincinnati

State: Ohio

Country: USA Zip: 45242

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

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

Execution Date(s) 04/28/06; 05/24/06

- 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)

B. Patent No.(s)

11/369,531

06/01/2006 MGBREMI 00000015 11369531

02 FC:8021

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Additional numbers attached? Yes No

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

Name: Andrew B. Ulmer

Internal Address: _____

2200 PNC Center

Street Address: 201 E. Fifth Street

City: Cincinnati

State: Ohio Zip: 45202

Phone Number: 513-369-4811

Fax Number: 513-651-6981

Email Address: aulmer@fbtlaw.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:

May 26, 2006

Date

Andrew B. Ulmer

Name of Person Signing

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

4

ASSIGNMENT

DOCKET NO. END-5435USCIP3-0539245

Serial No.: 11/369,531

Filed: March 7, 2006

WHEREAS, Daniel F. Dlugos a citizen of the United States, residing at 8189 Morrow-Rossburg Road, Morrow, 45152, County of Warren, and State of Ohio; and William L. Hassler, Jr. a citizen of the United States, residing at 11267 Ironwood Court, Cincinnati, 45429, County of Hamilton and State of Ohio (hereinafter referred to as "ASSIGNORS"), have made certain new and useful inventions or discoveries relating to NON-INVASIVE PRESSURE MEASUREMENT IN A FLUID ADJUSTABLE RESTRICTIVE DEVICE, for which he has 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, Assignors have sold, assigned, and transferred, and do 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 Assignees, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made;

And Assignors hereby authorize and request the Commissioner of Patents of the United States to issue said Letters Patent in accordance with this Assignment;

And for the consideration aforesaid, Assignors covenant and agree 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, Assignors further covenant and agree 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

