

07-21-2006



103278612

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

ET

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) Thomas J. Fogarty; 2. George D. Hermann; 3. Jan M. Echevery;
4. Kenneth H. Mollenaur

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

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

Execution Date(s): ^{1) 6/19/1996; 2. 6/19/1996; 3. 6/12/1996;}
^{4. 6/12/1996}

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

☒ Other <sup>Correction of Assignment Serial No.: 11/273,508 previously recorded
see/frame: 017814/0243 of "Receiving party" and address.</sup>

2. Name and address of receiving party(ies)

Name: General Surgical Innovations, Inc.

Internal Address: 195 McDermott Road

Street Address: _____

City: North Haven

State: CT

Country: USA Zip: 06473

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

4. Application or patent number(s):

A. Patent Application No.(s)

11/273,508

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☐ No

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

Name: Aryn Wadadli

Internal Address: General Surgical Innovations, Inc.

Street Address: 195 McDermott Road

City: North Haven

State: CT Zip: 06473

Phone Number: 203-492-8080

Fax Number: 203-492-8232

Email Address: aryn.wadadli@tycohealthcare.com

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 Aryn Wadadli

9. Signature:

Signature

Aryn Wadadli

Name of Person Signing

7/18/06

Date

Total number of pages including cover sheet, attachments, and documents: 8

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

PATENT
REEL: 018114 FRAME: 0544

ASSIGNMENT

WHEREAS, the undersigned,

- (1) Thomas J. Fogarty, (2) George D. Hermann,
(3) Jan M. Echevery, (4) Kenneth H. Mollenauer,

(hereinafter termed "the INVENTORS") having a residence address of

- (1) 3270 Alpine Road, (2) 3270 Alpine Road,
Portola Valley, CA 94028, Portola Valley, CA 94028,
(3) 2603 Skylark Drive, (4) 11835 Skyline Boulevard,
San Jose, CA 95125, Los Gatos, CA 95030,

respectively, Counties of

- (1) Santa Clara, (2) Santa Clara,
(3) Santa Clara, (4) Santa Clara,

respectively, Citizens of

- (1) U.S.A., (2) U.S.A.,
(3) Colombia, (4) U.S.A.,

have invented a new and useful EXTRALUMINAL BALLOON DISSECTION and have
executed an application for a United States patent disclosing and identifying the invention,
which application was filed on April 11, 1996, and assigned U.S. Serial Number
08/631,221; and

WHEREAS, General Surgical Innovations, Inc., a California corporation, having a
place of business at 3172A Porter Drive, Palo Alto, California 94304, (hereinafter termed
"ASSIGNEE"), is desirous of acquiring the entire right, title, and interest in and to the
application and the invention(s) disclosed 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") granted thereon in the United States and in any foreign countries.

NOW THEREFORE, for good and valuable consideration acknowledged by the INVENTORS to have been received in full from the ASSIGNEE:

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.

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 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.

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.

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.

WITNESS my hand at PORTOLA VALLEY, California, this 19th day of

JUNE, 1996.

By: Thomas J. Fogarty

Thomas J. Fogarty

STATE OF CALIFORNIA)

) ss.

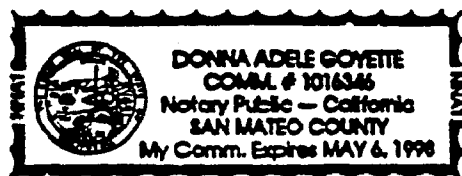
COUNTY OF SAN MATEO)

On this 19th day of JUNE, 1996, before me, a Notary Public, State of California, duly commissioned and sworn, personally appeared Thomas J. Fogarty, known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in ~~San Mateo~~ PORTOLA VALLEY, California, the day and year as noted above.

By: Donna Adele Goyette

Notary Public



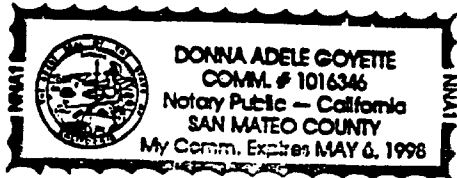
WITNESS my hand at PORTOLA VALLEY, California, this 19th day of
JUNE, 1996.

By: George D. Hermann
George D. Hermann

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN MATEO)

On this 19th day of JUNE, 1996, before me, a Notary Public, State of California, duly commissioned and sworn, personally appeared George D. Hermann, known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in PORTOLA VALLEY, California, the day and year as noted above.



By: Donna Adele Goyette
Notary Public

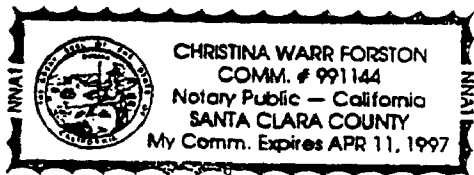
WITNESS my hand at PALO ALTO, California, this 12th day of JUNE, 1996.

By: *Jan M. Echevery*
Jan M. Echevery

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

On this 12th day of JUNE, 1996, before me, a Notary Public, State of California, duly commissioned and sworn, personally appeared Jan M. Echevery, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in PALO ALTO, California, the day and year as noted above.



By: *Christina Warr Forston*
Notary Public

WITNESS my hand at PALO ALTO, California, this 12th day of JUNE, 1996.

By: Kenneth H. Mollenauer
Kenneth H. Mollenauer

STATE OF CALIFORNIA)

) ss.

COUNTY OF SANTA CLARA)

On this 12th day of JUNE, 1996, before me, a Notary Public, State of California, duly commissioned and sworn, personally appeared Kenneth H. Mollenauer, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in PALO ALTO, California, the day and year as noted above.

By: Christina Warr Forston
Notary Public

