## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Erik K. Walberg	11/14/2006
Timothy C. Reynolds	09/28/2006
Brian A. Ellingwood	09/28/2006
Kai Y. Jair	10/09/2006
Anthony Pantages	10/05/2006

### **RECEIVING PARTY DATA**

Name:	Abbott Laboratories
Street Address:	400 Saginaw Drive
City:	Redwood City
State/Country:	CALIFORNIA
Postal Code:	94063

### PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	11427297	

# CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: 16497.7.1.1

NAME OF SUBMITTER: Fraser D. Roy

**PATENT** 

**REEL: 018527 FRAME: 0933** 

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PATENT REEL: 018527 FRAME: 0934

#### ASSIGNMENT

WHEREAS, Erik K. Walberg, Timothy C. Reynolds, Brian A. Ellingwood, Kai Y. Jair, and Anthony Pantages, hereinafter called the "Assignors", have made the invention described in the United States patent application entitled "CLIP APPLIER AND METHODS OF USE" that has a U.S. Patent Application Serial Number of 11/427,297 and was filed on June 28, 2006;

WHEREAS, Abbott Laboratories, a corporation organized and existing under the laws of Illinois, having a place of business at 400 Saginaw Drive, Redwood City, California 94063, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and to the patent application identified above, and all patents, foreign and domestic, which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in exchange for valuable and legally sufficient consideration, the Assignors have sold, assigned and transferred, and by these presents does sell, assign and transfer to the Assignee, the entire right, title and interest for the United States and elsewhere in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States and elsewhere; together with the entire right, title and interest in and to said invention and all patent applications, patents, utility models and designs therefore in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications, patents, utility models and designs defined above; to have and to hold for sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representatives, that Assignors have the full right to convey the interest assigned by this Assignment; and that the Assignors will assist the Assignee in the prosecution of the patent applications identified above, in the making and prosecution of any other applications that the Assignee may elect to make covering the invention identified above, in vesting in the Assignee like exclusive title in and to all such other patent applications and patents, in the prosecution of any interference which may arise involving said invention, or any such patent application or patent, and in assisting Assignee in enforcement of any rights arising out of this Assignment; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Agreement.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

16497.7.1.1

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED: <u>//-/4-06</u>	Erik K. Walberg
	DILK K. WHIDEIG
DATED: 9/28/06	Timothy C. Reynolds
DATED: 9/28/06	Mache
	Brian A. Ellingwood
DATED: 10/9/06	Jai Ca-
, ,	Kai Y. Jair
DATED:	
	Anthony Pantages

16497.7.1.1

Anthony Pantages

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

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**RECORDED: 11/16/2006**