

Re 11-15-04

PATENT ASSIGNMENT

11-16-2006

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Acquisition

CONVEYING PARTY DATA

Name	Execution Date
Focal, Inc.	04/25/2001

RECEIVING PARTY DATA

Name:	Genzyme Corporation
Street Address:	500 Kendall Street
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02142

PROPERTY NUMBERS Total: 97

Property Type	Number
Patent Number:	5213580
Patent Number:	5328471
Patent Number:	5410016
Patent Number:	5468505
Patent Number:	5529914
Patent Number:	5567435
Patent Number:	5573934
Patent Number:	5575815
Patent Number:	5612050
Patent Number:	5618850
Patent Number:	5626863
Patent Number:	5634946
Patent Number:	5662609
Patent Number:	5662712
Patent Number:	5665063

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Patent Number:	5674287
Patent Number:	5698189
Patent Number:	5741323
Patent Number:	5749915
Patent Number:	5749922
Patent Number:	5749968
Patent Number:	5779673
Patent Number:	5785993
Patent Number:	5800373
Patent Number:	5800538
Patent Number:	5801033
Patent Number:	5834274
Patent Number:	5843156
Patent Number:	5843743
Patent Number:	5844016
Patent Number:	5849035
Patent Number:	5858746
Patent Number:	5879688
Patent Number:	5879713
Patent Number:	5900245
Patent Number:	5942209
Patent Number:	5947977
Patent Number:	5986043
Patent Number:	6004315
Patent Number:	6004547
Patent Number:	6051248
Patent Number:	6060582
Patent Number:	6083524
Patent Number:	6121341
Patent Number:	6123667
Patent Number:	6162241
Patent Number:	6176871
Patent Number:	6177095
Patent Number:	6201065
Patent Number:	6217894

Application Number:	08918361
Application Number:	09624055
Application Number:	08783387
Application Number:	09033871
Application Number:	09694836
Application Number:	09492011
Application Number:	09467359
Application Number:	08967619
Application Number:	08984614
Application Number:	09249841
Application Number:	09195340
Application Number:	09123137
Application Number:	09616256
Application Number:	09732419
Application Number:	09710416
Application Number:	08968463
Application Number:	09634366
Application Number:	09303054
Application Number:	09744698
Application Number:	09801097
Application Number:	09658390
Application Number:	60258369
Application Number:	60253477
Application Number:	60268559
PCT Number:	US9102142
PCT Number:	US8903593
PCT Number:	US9301776
PCT Number:	US9301773
PCT Number:	US9403115
PCT Number:	US9404824
PCT Number:	US9508067
PCT Number:	US9414213
PCT Number:	US9411304
PCT Number:	US9603177
PCT Number:	US9514103

PCT Number:	US9603813
PCT Number:	US9603834
PCT Number:	US9612285
PCT Number:	US9702075
PCT Number:	US9716392
PCT Number:	US9805661
PCT Number:	US9816410
PCT Number:	US9716857
PCT Number:	US9909386
PCT Number:	US9916950
PCT Number:	US9921521
PCT Number:	US0024647

CORRESPONDENCE DATA

Fax Number: (508)872-5415

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: michele.silver@genzyme.com

Correspondent Name: Michele Silver

Address Line 1: 15 Pleasant Street Connector

Address Line 4: Framingham, MASSACHUSETTS 01701

NAME OF SUBMITTER:

Richard D. Allison

Total Attachments: 15

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EXECUTION COPY

AGREEMENT AND PLAN OF MERGER
AMONG
GENZYME CORPORATION, SAMMY MERGER CORP.
AND FOCAL, INC.

Dated as of April 25, 2001

127A-11427

PATENT
REEL: 018635 FRAME: 0716

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(ii) any indenture, trust agreement, loan agreement or note that involves or evidences outstanding indebtedness, obligations or liabilities for borrowed money in excess of \$100,000;

(iii) any agreement of surety, guarantee or indemnification that involves potential obligations in excess of \$100,000;

(iv) any agreement that limits or restricts the Company or any of its affiliates or successors in competing or engaging in any line of business, in any therapeutic area, in any geographic area or with any person;

(v) any interest rate, equity or other swap or derivative instrument; or

(vi) any agreement obligating the Company to register securities under the Securities Act of 1933, as amended (the "Securities Act");

(c) No executive officer or director of the Company has (whether directly or indirectly through another entity in which such person has a material interest, other than as the holder of less than 2% of a class of securities of a publicly traded company) any material interest in any property or assets of the Company (except as a stockholder), any competitor, customer, supplier or agent of the Company or any person that is currently a party to any material contract or agreement with the Company.

(d) The Company owns no real property.

(e) The Distribution, License and Supply Agreement dated January 2, 1997, between the Company and Ethicon, Inc. shall terminate effective as of July 5, 2001.

2.12 Intellectual Property. Except as disclosed in Section 2.12 of the Company Disclosure Schedule, the Company owns or is licensed to use, or otherwise has the right to use all patents, trademarks, service marks, trade names, trade secrets and copyrights (and, to the Company's knowledge, all other technology and intellectual property), and all registrations of any of the foregoing, or applications therefor, and all grants and licenses or other rights to the Company relating to any of the foregoing that are material to its business as presently conducted or as presently contemplated by the Company to be conducted (collectively, the "Proprietary Rights"). A list of all copyrights, trademarks, servicemarks, tradenames and patents and patent applications owned by or licensed to the Company has been delivered previously to Parent and is included in Section 2.12 of the Company Disclosure Schedule. All patents, registered trademarks and registered copyrights set forth on the list referred to above have not been found invalid or unenforceable and are subsisting (that is, not abandoned, expired or cancelled) and are not subject to any taxes, maintenance fees or annuities falling due within 45 days of April 23, 2001. The Company is not aware that the business of the Company infringes upon the proprietary rights of others, nor has the Company received any notice or claim of infringement from any third party. The Company is not aware of any existing or threatened infringement by any third party of, or any competing claim of right to use or own any of, the Proprietary Rights. Except as disclosed in Section 2.12 of the Company Disclosure Schedule, the Company has the unencumbered right to sell its products and services (whether now offered for sale or in clinical trials) free from any royalty or other obligations to third parties. To the Company's knowledge,

none of the activities of the employees of the Company on behalf of the Company violates any agreement or arrangement which any such employees have with former employers. The policies and procedures of the Company designed to establish and protect the Proprietary Rights are described in Section 2.12 of the Company Disclosure Schedule. All employees and consultants of the Company who contributed to the discovery or development of any of the Proprietary Rights owned by the Company did so either (a) within the scope of his or her employment or consultancy such that, in accordance with applicable law, all Proprietary Rights arising therefrom became the exclusive property of the Company or (b) pursuant to written agreements assigning all Proprietary Rights arising therefrom to the Company.

2.13 Insurance. All policies or binders of fire, liability, product liability, workmen's compensation, vehicular, directors' and officers' and other material insurance held by or on behalf of the Company are in full force and effect, are reasonably believed to be adequate for the businesses engaged in by the Company and are in material conformity with the requirements of all leases or other agreements to which the Company is a party and, to the best knowledge of the Company, are valid and enforceable in accordance with their terms. The Company is not in material default with respect to any provision contained in such policy or binder nor has the Company failed to give any notice or present any claim under any such policy or binder in due and timely fashion. There are no material outstanding unpaid claims under any such policy or binder. The Company has not received notice of cancellation or non-renewal of any such policy or binder. Section 2.13 of the Company Disclosure Schedule sets forth a true and complete list of all policies or binders of fire, liability, product liability and directors and officers' insurance held by or on behalf of the Company.

2.14 Commercial Relationships. The Company's relationships with its material suppliers, collaborators, licensors and licensees are generally good commercial working relationships. No such entity has canceled or otherwise terminated its relationship with the Company or has during the last twelve months, materially altered its relationship with the Company. The Company does not know of any plan or intention of any such entity, and has not received any written threat or notice from any such entity, to terminate, cancel or otherwise materially modify its relationship with the Company.

2.15 Tax Matters.

(a) For purposes of this Agreement, the term "Tax" (and, with correlative meaning, "Taxes" and "Taxable") means all United States federal, state, and local, and all foreign, income, profits, franchise, gross receipts, payroll, transfer, sales, employment, use, property, excise, value added, ad valorem, estimated, stamp, alternative or add-on minimum, recapture, environmental, withholding and any other taxes, charges, duties, impositions or assessments in the nature of taxes, together with all interest, penalties, and additions imposed on or with respect to such amounts, including any liability for taxes of a predecessor entity. "Tax Return" means any return, declaration, report, claim for refund, or information return or statement filed or required to be filed with any taxing authority in connection with the determination, assessment, collection or imposition of any Taxes.

(b) All Tax Returns required to be filed on or before the date hereof by or with respect to the Company have been filed within the time and in the manner prescribed by

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger
under seal as of the date first stated above.

FOCAL, INC.

By Ronald S. Rudowsky
Ronald S. Rudowsky
President and Chief Executive Officer

GENZYME CORPORATION

By _____
Earl M. Collier, Jr.
Executive Vice President, President, Biosurgery

SAMMY MERGER CORP.

By _____
Earl M. Collier, Jr.
President

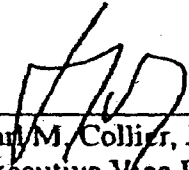
[Signature Page to Agreement and Plan of Merger]

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger under seal as of the date first stated above.

FOCAL, INC.

By _____
Ronald S. Rudowsky
President and Chief Executive Officer

GENZYME CORPORATION

By  _____
Earl M. Collier, Jr.
Executive Vice President; President, Biosurgery

SAMMY MERGER CORP.

By  _____
Earl M. Collier, Jr.
Executive Vice President

[Signature Page to Agreement and Plan of Merger]

Section 2.12

Intellectual Property

1. The information set forth in items 3, 4, 8, 9, 12, 13 and 14 of Section 2.11(b)(i) of this Company Disclosure Schedule is incorporated herein by reference.
2. See attached list of patents and patent applications as of April 23, 2001.
3. See attached list of trademarks, servicemarks and tradenames. The Company has no registered copyrights.
4. The Company's rights in certain patent rights held by Marvin J. Slepian, M.D. and Endoluminal Therapeutics, Inc. are subject to the terms of the Exclusive License Agreement dated as of January 1, 2000, among Marvin J. Slepian, M.D., Endoluminal Therapeutics, Inc. and the Company.
5. Pursuant to the Intellectual Property Transfer Agreement dated as of November 20, 2000, between the Company and Andre Bieniarz, M.D., the Company has assigned to Dr. Bieniarz the Company's right to U.S. Patent Application Serial No. 09/316,879; Patent Cooperation Treaty Application Serial No. PCT/US99/11352; U.S. Provisional Application No. 60/086,624; and foreign applications based on the above PCT application.
6. The Company has licensed certain rights from the University of Texas pursuant to the agreement listed in item 13 of Section 2.11(b)(i) of this Company Disclosure Schedule, a copy of which has been provided to Parent, and such rights are subject to the provisions of that agreement. In addition, the Company's rights in the Coated Medical Device Field have expired, according to notification from the University of Texas, due to insufficient effort to commercialize such devices.

All of the Company's clinical-grade polymers, consisting of primer and sealant types F, S and M, rely on materials and uses covered by the patents licensed from the University of Texas. The Company's rights in the University of Texas technologies are subject to the payment of royalties and to payments upon sublicensing.

Patent Series UTSB002, listed as family 100 in the attached list of patents, is jointly owned by the University of Texas and one of the inventors, Dr. Randall Dunn. Dr. Dunn and Dr. Hubbell were co-inventors, but Dr. Hubbell assigned to the University of Texas, while Dr. Dunn was not obliged to assign and did not. In the patents and application of the 110C1 and 110C3 series, Dr. Hubbell and Dr. Elbert are listed as co-inventors, along with several inventors who are employees of the Company, because some material in the specification and potentially in certain claims derive from work done by them at the University of Texas under the research agreement listed in item 12 of Section 2.11(b)(i) of this Company Disclosure Agreement. Drs. Hubbell and Elbert have assigned their rights to the University of Texas.

CONFIDENTIAL

Family/ ID	Status	Title	Inventor	Coinventors: App Serial #	File of Priority Date	Patent No.	Grant
001 7001	I	Method and Apparatus for Treatment of Focal	Slepian,	00/101,966	8/4/93	5,328,471	7/12/94
001 7001JP	G	"Bloodless" Method and Apparatus for	Slepian,	505448/91	2/25/91	JA 2730702	12/19/97
001 7001WO	PC	Method and Apparatus for Treatment of Focal	Slepian,	US91/02142	2/25/91	WO 91/12846	
001 7021	I	Method and Apparatus for Treatment of Focal	Slepian,	08/226,945	4/13/94	5,662,609	9/2/97
001 7040	*	Method and Apparatus for Treatment of Focal	Slepian,	08/918,361	8/26/97		
002 002CA	G	Biodegradable Polymeric Endoluminal Sealing	Slepian,	CA 609,264	8/23/1989	CA 1,336,755	8/25/95
002 002EP	G	Biodegradable Polymeric Endoluminal Sealing	Slepian,	89/909957.6	8/23/1989	EP 0 431 046 B1	3/3/95
002 002HK	G	Biodegradable Polymeric Endoluminal Sealing	Slepian,	89/909957.6	8/23/1989	HK 1004534	11/27/98
002 002JP	G	Biodegradable Polymeric Endoluminal Sealing	Slepian,	509258/89	8/23/1989	2836678	10/9/98
002 002SG	G	Biodegradable Polymeric Endoluminal Sealing	Slepian,	89/909957.6	8/23/1989	SG 9792060-7	3/3/95
002 002WO	PC	Biodegradable Polymeric Endoluminal Sealing	Slepian,	WO 90/01969	8/23/1989		
002 7000	I	"Paving process" Biodegradable Polymeric	Slepian,	07/857,700	10/3/90	5,213,580	5/25/93
002 7019	I	"Paving"; Biodegradable Polymeric	Slepian,	00/182,516	1/14/94	5,674,287	10/7/97
002 7023	I	"Paving"; Biodegradable Polymeric	Slepian,	08/472,757	6/7/95	5,749,922	5/12/98
002 7023CA	G	Biodegradable Polymeric Endoluminal Sealing	Slepian,	CA 616,971	2/3/95	CA 1,340,257	12/15/98
002 7023EPCdiv1	*	Biodegradable Polymeric Endoluminal Sealing	Slepian,	94/203 046.1	2/3/95		
002 7026CA	G	Biodegradable Polymeric Endoluminal Sealing	Slepian,	CA 616,970	2/3/95	1,340,986	5/16/2000
002 7027	I	"Paving Catheter"	Slepian,	08/481,646	6/7/95	5,947,977	9/7/99
002 7029	I	Polymeric Endoluminal Paving Process	Slepian,	08/481,220	6/7/95	5,749,915	5/12/98
002 7030	I	Polymeric Endoluminal Paving	Slepian,	08/474,062	6/7/95	5,634,946	6/3/97
002 7031/019	I	Fluent paving	Slepian,	08/470,055	6/7/95	5,800,538	9/11/1998
002 7038	U	"Paving Catheter"	Slepian,	09/624,055	7/24/2000		
009 403-C101FWC A	A	"Interfacial"; Gels For Encapsulation of	Hubbell,	08/783,387	9/16/98		
009 493-C1P1 (011) I	I	"Interfacial"; Gels For Encapsulation of	Hubbell,	07/958,070	10/7/92	5,529,914	6/25/96

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PATENT

REEL: 018635 FRAME: 0723

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Family/ ID	Status	Title	Inventor	Co-Inventors	App Serial #	Priority Date	Pub No	Pub Date
009	493-CIP1 DIV2	"Interfacial"; Gels For Encapsulation of	Hubbell,	C. P. Pathak,	08/480,678	6/7/95	5,801,033	8/1/98
009	493-CIP2	"Interfacial/ Tissue applications"; Gels For	Hubbell,	C. P. Pathak,	08/024,657	3/1/93	5,573,934	11/12/96
009	493-CIP2CON	"Interfacial"; Gels For Encapsulation of	Hubbell,	C. P. Pathak,	08/377,911	1/25/95	5,858,746	1/12/99
009	493-CIP2CON3	Gels For Encapsulation	Hubbell, J A	C. P. Pathak,	09/033,871	3/3/98		
009	493-CIP2CON4	Gels For Encapsulation	Hubbell, J A	C. P. Pathak,	09/694,836	10/23/2000		
009	493-CIP2div1	"Interfacial"; Gels For Encapsulation of	Hubbell,	C. P. Pathak,	08/487,815	6/6/95	5,843,743	12/1/98
009	493-CIP2Div2	"Interfacial"; Gels For Encapsulation of	Hubbell,	C. P. Pathak,	08/467,693	6/6/95	5,834,274	11/10/98
009	493AU	Gels for Encapsulation ("Interfacial")	Hubbell, J A	C. P. Pathak,	37809/93	3/1/93	AU 683209	4/2/98
009	403BR	Gels for Encapsulation ("Interfacial")	Hubbell, J A	C. P. Pathak,	P19306051-6	3/1/93		
009	403CA	Gels for Encapsulation ("Interfacial")	Hubbell, J A	C. P. Pathak,	2,117,584	3/1/93	CA 2,117,584	8/22/98
009	493EPC	Gels for Encapsulation ("Interfacial")	Hubbell, J A	C. P. Pathak,	93 907078.5	9/1/94		
009	493JP	Gels for Encapsulation ("Interfacial")	Hubbell, J A	C. P. Pathak,	5-515100	3/1/93	3011767	12/10/99
009	493KR	Gels for Encapsulation ("Interfacial")	Hubbell, J A	C. P. Pathak,	94-703035	3/1/93		
009	493NZ	Gels for Encapsulation ("Interfacial")	Hubbell,	C. P. Pathak,	251039	3/1/93	NZ 251039	3/26/96
009	493PCT	"Interfacial"; Gels For Encapsulation of	Hubbell,	C. P. Pathak,	US93/01776	3/1/93	WO93/16687	
010	496	"Photogel" Photopolymerizable	Hubbell,	C. P. Pathak,	08/022,687	3/1/93	5,410,016	4/25/95
010	496 CIP2CON	"Photogel Statistical Polymer"/	Hubbell, J A	Pathak	09/120,917	8/4/98	6,060,582	5/9/2000
010	496 CIP2CON2	"Photogel Delivery 2" / Photopolymerizable	Hubbell, J A	Pathak	09/492,011	1/26/2000		
010	496 CIP2DIV1	"Photogel coating" /Photopolymerizable	Hubbell,	C. P. Pathak,	08/379,848	1/27/95	5,626,863	5/6/97
010	496 CIP2DIV2	"Photogel drug delivery" Photopolymerizable	Hubbell,	C. P. Pathak,	08/468,364	6/6/95	5,567,435	10/22/96
010	496 CIP2DIV3	"Photogel Medical Applications" /	Hubbell, J A	Pathak	08/700,237	8/20/96	5,986,043	11/16/99
010	496 PCT	Photopolymerizable Biodegradable Hydrogels	Hubbell, J A.	C. P. Pathak,	/US 93/01773	3/1/93	WO 93/17669	
010	496AU	Photopolymerizable Biodegradable	Hubbell,	Pathak,	37353/93	3/1/93	AU 673160	2/18/97
010	496BR	Photopolymerizable Biodegradable	Hubbell, J A	Pathak,	PI 3906038-6	3/1/93		
010	496CA	Photopolymerizable Biodegradable	Hubbell, J A	Pathak,	2,117,508	3/1/93	2,117,588	8/25/98

Family/ ID	Status	Title	Inventor	Co-inventors	App Serial #	File of Priority Date	Patent No.	Grant
010 496EP	G	Photopolymerizable Biodegradable	Hubbell, J A	Pathak,	93 906255.0	3/1/93	EP 0 627 911 01	10/25/2000
010 496JP	G	Photopolymerizable Biodegradable	Hubbell, J A	Pathak,	5-515790	4/25/07		12/10/99
010 496KR	G	Photopolymerizable Biodegradable	Hubbell, J A	Pathak,	94-703034	3/1/93	0255912	6/29/2000
010 496NZ	G	Photopolymerizable Biodegradable	Hubbell,	Pathak,	249770	3/1/93	NZ 249770	1/10/97
010 496NZ Dv1	F	Photopolymerizable Biodegradable	Hubbell, J A	Pathak,	NZ 209091	7/30/96		
012 7012WO	PC	Apparatus & Method for Local Application of	Rowe,	Joffrey A.	US94/03115	3/23/94	WO 94/21324	
012 7020	I	Apparatus & Method for Local Application of	Rowe,	Hubbell, Herm	08/448,573		5,698,189	12/16/97
012 7020-AU	G	Apparatus & Method for Local Application of	Rowe,	Joffrey A.	64007/94	3/23/94	AU 686613	0/8/98
012 7020-CA	F	Apparatus & Method for Local Application of	Rowe,	Joffrey A.	2,158,731	3/23/94		
012 7020-EPC	G	Apparatus & Method for Local Application of	Rowe,	Joffrey A.	949112288.1	3/23/94	EP 0 630 736	11/11/98
012 7020-JP	F	Apparatus & Method for Local Application of	Rowe,	Joffrey A.	521340/94	3/23/94		
012 7034	I	Apparatus & Method for Local Application of	Rowe,	Joffrey A.	08/476,124	6/7/95	5,612,050	3/18/97
012 7041	I	Apparatus & Method for Local Application of	Rowe,	Joffrey A.	08/944,035	9/27/97	6,004,547	12/21/99
012 7057 (Con2)	U	Apparatus & Method for Local Application of	Rowe,	Joffrey A.	09/467,359	12/20/99		
014 7014	I	Methods for Photothermofforming	Pathak	Sawhney,	08/448,572	10/30/95	5,849,035	12/15/98
014 7014-AU	G	Apparatus & Methods for Photothermofforming	Pathak	Sawhney,	69058/94	4/28/94	AU 686634	5/28/98
014 7014-CA	F	Apparatus & Methods for Photothermofforming	Pathak	Sawhney,	2,161,776	4/28/94		
014 7014-EPC	G	Apparatus & Methods for Photothermofforming	Pathak	Sawhney,	94917290.2-2	4/28/94	EP 0 636 185	0/12/98
014 7014-JA	F	Apparatus & Methods for Photothermofforming	Pathak	Sawhney,	524611/94	4/28/94		
014 7014-WO	PC	Apparatus & Methods for Photothermofforming	Pathak	Sawhney,	US94/04824	4/28/94	WO 94/24962	
014 7032	I	Apparatus & Methods for Photothermofforming	Pathak	Sawhney,	08/463,194	6/7/95	5,662,712	9/2/97
014 7033	I	Apparatus & Methods for Photothermofforming	Pathak	Sawhney,	08/477,370	6/7/95	5,741,323	4/21/98
014 7045/014C	I	App & Method Intralum Photothorm	Pathak	Sawhney	09/172,537	10/14/98	6176871 B1	1/23/2001
015 7015	I	"Gal Catheter" Devices and Methods for	Roth, L	Herman, S J.	08/265,448	6/24/94	5,665,063	9/9/97
015 7035	I	"Gal Catheter" Devices and Methods for	Roth, L	Herman, S J.	08/494,333	6/26/95	5,779,673	6/24/98

CONFIDENTIAL

Grant

Patent No.

File of
Priority
Date

Inventor

by

4/23/2001

printed

Status

Title

Family/ ID

015 7035-CA

015 7035-JA

015 7035-WO

015	7035-CA	F	"Gel Catheter" Devices and Methods for	Roth, L	Colinventors: App Serial #	2,193,805	12/24/96	WO 95/00102	6/28/95	11/21/95
015	7035-JA	F	"Gel Catheter" Devices and Methods for	Roth, L	Herman, S J.	503389/96	6/25/95			
015	7035-WO	PC	"Gel Catheter" Devices and Methods for	Roth, L	Herman, S J.	US95/08067	11/12/97			
100	UT002 CIP Con U	U	"Urokinase"; Local Delivery of Fibrinolysis	Hubbell, J	Hill-West, J	08/967,619	12/10/93	5,458,505		
100	UT002-PCT	I	"Urokinase"; Local Delivery of Fibrinolysis	Hubbell, J	Hill-West, J	08/165,392	12/10/94			8/20/98
100	UT002 PCT	PC	"Urokinase"; Local Delivery of Fibrinolysis	Hubbell, J	Hill-West, J	WO 95/15747	12/9/94	AU 690949		
100	UT002AU	G	"Urokinase"; Local Delivery of Fibrinolysis	Hubbell, J	Hill-West, J	13381/95	12/9/94			8/9/2000
100	UT002CA	H	"Urokinase"; Local Delivery of Fibrinolysis	Hubbell, J	Hill-West, J	2,178,487	12/9/94	0 732 915		
100	UT002EP	G	"Urokinase"; Local Delivery of Fibrinolysis	Hubbell, J	Hill-West, J	95904855.3	12/9/94			11/19/96
100	UT002JP	F	Local Delivery of Fibrinolysis Enhancing	Slepian, J	Massia, J	7-516372	10/6/93	5,575,815		12/1/98
102	102	I	"Cell/Gel" Local Polymorphic Gel Therapy	Slepian, J	Massia, J	08/132,745	5/6/94	5,843,156		
102	102 CIP	I	"Cell/Gel" Local Polymorphic Gel Therapy	Slepian, J	Massia, J	08/238,931	12/3/97			
102	102 CIP con	A	"Cell/Gel" Local Polymorphic Gel Therapy	Slepian, J	Massia, J	08/984,614	10/6/94	703003		6/24/99
102	102 PCT	PC	"Cell/Gel" Local Polymorphic Cellular Gel Therapy	Slepian, J	Massia, J	WO 95/09659	10/6/94			
102	102AU	G	"Cell/Gel" Local Polymorphic Cellular Gel Therapy	Slepian, J	Massia, J	79671/94	10/6/94			
102	102CA	F	"Cell/Gel" Local Polymorphic Cellular Gel Therapy	Slepian, J	Massia, J	2,173,316	10/6/94			
102	102EP	F	"Cell/Gel" Local Polymorphic Cellular Gel Therapy	Slepian, J	Massia, J	94930606.2EP	10/6/94			4/8/97
102	102JP	F	"Cell/Gel" Local Polymorphic Cellular Gel Therapy	Slepian, J	Massia, J	7-511004	10/6/94	5,618,850		3/9/99
105	105	I	Hydroxy Acid Cosmetics	Coury, Arthur	Avila, J	08/401,931	3/8/95	5,879,688		
105	105 D	I	Hydroxy Acid Cosmetics	Coury, Arthur	Avila, J	08/739,644	2/15/99			
105	105 D2	A	Hydroxy Acid Cosmetics	Coury, Arthur	Avila, J	08/249,841	3/8/96			
105	105-CA	F	Hydroxy Acid Cosmetics	Coury, Arthur	Avila, J	CA 2,214,884	3/8/96			
105	105-EP	F	Hydroxy Acid Cosmetics	Coury, Arthur	Avila, J	96910388.6	3/8/96			
105	105-JA	F	Hydroxy Acid Cosmetics	Coury, Arthur	Avila, J	8-528448	3/8/98			
105	105PCT	PC	Hydroxy Acid Cosmetics	Coury, Arthur	Avila, J	WO 96/29080	3/8/96			

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CONFIDENTIAL

Francis Kirkpatrick

Focal Patents - Status Summary printed 3/23/2001 by Inventor

Grant 3/9/1999

File of Priority Patent No. 5,879,713

Date 1/23/97

Coinventors: App Serial # 08/787,647 1/23/97

Family/ ID Status Title

108 108 CON CPA I Targeted Delivery via Biodegradable Polymers Roth

108 108 con div U Targeted Delivery via Biodegradable Polymers Roth

108 108AU G Targeted Delivery via Biodegradable Polymers Roth

108 108AU div G Targeted Delivery via Biodegradable Polymers Roth

108 108CA F Targeted Delivery via Biodegradable Polymers Roth

108 108EP G Targeted Delivery via Biodegradable Polymers Roth

108 108EP div F Targeted Delivery via Biodegradable Polymers Roth

108 108JA F Targeted Delivery via Biodegradable Polymers Roth

108 108PCT PC Targeted Delivery via Biodegradable Polymers Roth

109 108 CON I "SOD"/ Reduction of Adhesion using Baker

109 108 CON2 U "SOD"/ Reduction of Adhesion using Baker

109 108 PCT PC "SOD"/ Reduction of Adhesion using Baker

109 108AU G "SOD"/ Reduction of Adhesion using Baker

109 108CA F "SOD"/ Reduction of Adhesion using Baker

109 108EP H "SOD"/ Reduction of Adhesion using Baker

109 108JP H "SOD"/ Reduction of Adhesion using Baker

110 110 I "Priming"/ Initiator Priming for Improved Sawhney

110 110-C1 I Redox & Photoinitiator Priming for Improved Melanson

110 110-C2/7038 I Device for Priming Melanson

110 110-C3 div U Redox and Photoinitiator Systems Melanson

110 110-C3 (US) I Redox and Photoinitiator Systems Sawhney

110 110-C3PCT PC "Priming"/ Initiator Priming for Improved Sawhney

110 110-C3AU G "Priming"/ Initiator Priming for Improved Sawhney

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Local Patents - Status Summary

printed 3/23/2001

by

Francis Kirkpatrick

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Family/ ID	Status	Title	Inventor	Coinventors:	App Serial #	Priority Date	Patent No.	Grant
110 110-C3CA	F	"Priming"/ Initiator Priming for Improved	Sawhney	Melanson	2,215,309	3/22/96		
110 110-C3EP	F	"Priming"/ Initiator Priming for Improved	Sawhney	Melanson	96912429.6	3/22/96		
110 110-C3JP	F	"Priming"/ Initiator Priming for Improved	Sawhney	Melanson	8-528605	3/22/96		
110 110-C4	I	Compliant Sealant	Sawhney	Lyman	08/710,689	9/23/96	5,900,245	5/4/99
110 110-C4 CON	I	Compliant Tissue Sealant	Sawhney	Lyman	09/288,207	4/8/99	6,051,248	4/18/2000
110 110-C4 Con2	I	Compliant Tissue Sealants	Sawhney,	Lyman,	09/477,162	1/4/2000	6,217,894	4/17/2001
110 110-C4 Con3	U	Compliant Tissue Sealants	Sawhney,	Lyman,	09/732,419	12/7/2000		
110 110-C4JA	F	Compliant Sealant	Sawhney	Lyman	9/12060	1/6/97		
112 112 CIP	I	Multiblock degradable hydrogels	Pathak	Barman	08/692,914	7/26/96	6,201,065	3/13/2001
112 112 CIP DV	U	Multiblock degradable hydrogels	Pathak	Barman	09/710,416	11/9/2000		
112 112CA	F	Multiblock degradable hydrogels	Pathak	Barman	2,228,118	7/26/96		
112 112EP	F	Multiblock degradable hydrogels	Pathak	Barman	96926138.7	7/26/96		
112 112JP	F	Multiblock degradable hydrogels	Pathak	Barman	9-507762	7/26/96		
112 112PCT	PC	Multiblock degradable hydrogels	Pathak	Barman	WO 97/05185	7/26/96		
114 114 CON	U	Local Delivery of Radionuclides and	Leavitt	Avila	08/968,463	10/2/97		
114 114 FWC	I	Local Delivery of Radionuclides and	Leavitt	Avila	08/963,639	11/3/97	5,942,208	8/24/99
114 114 PCT	PC	Local Delivery of Radionuclides and	Leavitt	Avila	WO97/33628	2/13/97		
114 114AU	G	Local Delivery of Radionuclides and	Leavitt	Avila	21202/97	2/13/97	712953	3/2/2000
114 114EP	F	Local Delivery of Radionuclides and	Leavitt		EP 97906537.2	2/13/97		
114 114JP	F	Local Delivery of Radionuclides and	Leavitt		9-532507	2/13/97		
114 114ZA	G	Local Delivery of Radionuclides and	Leavitt	Avila	97/2044	3/10/97	ZA 97/2044	9/3/98
115 7037	I	Diffuser/ Optical Fiber Diffuser and Method of	Dumont		08/714,189	9/16/96	6,004,315	12/21/99
115 7037 AU	H	Diffuser/ Optical Fiber Diffuser and Method of	Dumont,		43510/97	9/16/97	729233	
115 7037 CA	F	Diffuser/ Optical Fiber Diffuser and Method of	Dumont,		CA 2,265,565	9/16/97		
115 7037 EP	F	Diffuser/ Optical Fiber Diffuser and Method of	Dumont,		97941646.8	8/16/97	0 925 521	

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PAGE. 08

Family/ ID	Status	Title	Inventor	Co-inventors: App Serial#	Date	
115 7037JP	F	Diffuser/ Optical Fiber Diffuser and Method of	Dumont,	513979/98	9/16/97	
115 7037WO	PC	Diffuser/ Optical Fiber Diffuser and Method of	Dumont,	US 97/16392	9/16/97	WO98/11462
116 7042	I	Biodegradable Tissue Retractor	Poff, Brad	09/045,401	3/20/98	6,123,667
116 7042AU	F	Biodegradable Tissue Retractor	Poff, Brad	AU 67690/98	3/20/98	
116 7042CA	F	Biodegradable Tissue Retractor	Poff, Brad	2263708	3/20/98	
116 7042EP	F	Biodegradable Tissue Retractor	Poff, Brad	98913048.9	3/20/98	
116 7042JP	F	Biodegradable Tissue Retractor	Poff, Brad	JP 540853/98	3/20/98	
116 7042WO	PC	Biodegradable Tissue Retractor	Poff, Brad	US98/05561	3/20/98	WO 98/41154
116 7042ZA	G	Biodegradable Tissue Retractor	Poff, Brad	98/2483	3/21/98	98/2483
116 7056ZA div	G	Biodegradable Tissue Retractor	Poff, Brad	98/3644	3/21/98	90/3644
116 7059 con	U	Biodegradable Tissue Retractor	Poff, Brad	09/634,366	8/9/2000	
117 117	I	Hemostatic Tissue Sealant	Coury	09/129,735	8/5/98	5,162,241
117 117AU	F	Hemostatic Tissue Sealant	Coury	86955/98	8/6/98	
117 117CA	F	Hemostatic Tissue Sealant	Coury	2,299,330	8/6/98	
117 117EP	F	Hemostatic Tissue Sealant	Coury	98938427.6	8/6/98	1 003 568
117 117JA	F	Hemostatic Tissue Sealant	Coury	2000-507003	8/6/98	
117 117PCT	PC	Hemostatic Tissue Sealant	Coury	US98/16410	8/6/98	WO 98/07417
117 117ZA	G	Hemostatic Tissue Sealant	Coury	98/7019	8/6/98	98/7019
118 118	I	"Carbonate"/ Polymerizable Biodegradable	Sawhney, A Amar	08/844,739	10/6/97	6,083,524
118 118 div	I	"Carbonate"/ Polymerizable Biodegradable	Jarrett, Peter Amar	09/479,520	1/7/2000	6,177,085
118 118JP	F	"Carbonate"/ Polymerizable Biodegradable	Jarrett, Peter Amar	10-514967	9/23/97	
118 118AU	F	"Carbonate"/ Polymerizable Biodegradable	Jarrett, Peter Amar	45870/97	9/23/97	728281
118 118OR	F	"Carbonate"/ Polymerizable Biodegradable	Jarrett, Peter Amar	PI 9711537-1	9/23/97	
118 118CA	F	"Carbonate"/ Polymerizable Biodegradable	Jarrett, Peter Amar	2,266,478	9/23/97	
118 118EP	F	"Carbonate"/ Polymerizable Biodegradable	Jarrett, Peter Amar	97044351.2	9/23/97	

PATENT

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Family/ ID	Status	ILU	Inventory	Colinventor	USPTO#	WO#	7/29/98
118 118PCT	PC	"Carbonate"/ Polymelizable Biodegradable	Jarratt, Peter	Amar	US97/16857	9/23/97	WO97/16857
118 118ZA	G	Trimethylono carbonate	Jarratt, Peter	Amar	97/8537	9/23/97	ZA 97/8537
121 7053	U	Light Source Power Tester	Pichon, Dean	Dumont,	00/303,054	4/30/99	
121 7053WO	PC	Light Source Power Tester	Kablik, J.	Pichon, D	US99/09386	4/30/99	WO99/57528
123 7050	U	Universal Modular Surgical Applicator Systems	Kirwan, John	Pichon,	09/744,698	1/29/2001	
123 7050WO	PC	Universal Modular Surgical Applicator Systems	Kirwan, John	Pichon,	US 99/16950	7/27/99	WO00/06216
124 7048WO	P	Sell-Cleaning Fluid Delivery Device	Pichon, Doan	Nedder, David	/US99/21521	9/17/99	WO 00/15117
124 7050	U	Sell-Cleaning Fluid Delivery Device	Pichon, Dean	Nedder, David	09/801,097	3/7/2001	
126 126 parent	U	Hydrogels for Orthopedic Repair	Coury, Arthur	Goodrich,	09/658,390	9/8/2000	
125 126 PCT	P	Hydrogels for Orthopedic Repair	Coury, Arthur	Goodrich,	us 00/24647	9/8/2000	WO 01/17574
127 127Pctv	UR	Amlodarone	Philbrook	Burns Millor	60/258,369	12/27/2001	
128 128prov		Gel photoresists	TBD				
129 129prov	UR	Hyaluronic acid in Gels	Avila, Jarrett		60/253477	11/28/2001	
130 130prov	UR	Biodegradable Macroporous Fleece	Kramer, Avila,		60/260,559	3/14/2001	

PATENT ASSIGNMENT

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OFFICE OF PUBLIC RECORDS
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 FINANCE SECTION

RESUBMISSION

Record to correct Nature of Conveyance to
 remove 13 Nos. (see attached listing)
 inadvertently included in a schedule
 on a document previously recorded on
 Reel 016360 Frame 0683

NATURE OF CONVEYANCE:

CONVEYING PARTY DATA

GENZYME CORPORATION	Name	Execution Date
		04/25/2001

RECEIVING PARTY DATA

Name:	Endoluminal Therapeutics, Inc.
Street Address:	5001 N. Summit Ridge Road
Internal Address:	
City:	Tucson
State/Country:	Arizona
Postal Code:	85870

PROPERTY NUMBERS Total: 13

Property Type	Number
Patent Number:	5,213,580
Patent Number:	5,328,471
Patent Number:	5,575,815
Patent Number:	5,634,946
Patent Number:	5,662,609
Patent Number:	5,674,287
Patent Number:	5,749,915
Patent Number:	5,749,922
Patent Number:	5,800,538
Patent Number:	5,843,156
Patent Number:	5,947,977
Patent Number:	6,287,320
Patent Number:	6,290,729

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RECORDED: 11/15/2006

PATENT
 REEL: 018635 FRAME: 0731