Forr TO-1595 (Rev. 0603) \ F & COMB No. 0651-0027 (exp. 6/30/2008) JAN 1 0 2007

01-16-2007



ET	Atty. Dkt. No.	59472.21825

To the Director Platen 103361	## 433 ## ad documents or the new address(es) below.	
	2. Name and address of receiving party(ies)	
Genzyme Corporation	Name: Teleflex-CT Devices Incorporated	
	Internal Address:	
Additional name(s) of conveying party(ies) attached? ☐Yes ☒ No		
3. Nature of conveyance/Execution Date(s):	Street Address: 630 West Germantown Pike, Suite 450	
Execution Date(s) <u>January 9, 2007</u>		
	City: Plymouth Meeting	
☐ Security Agreement☐ ☐ Change of Name	State: Pennsylvania	
☐ Joint Research Agreement	Country: USAZip: 19462	
Government Interest Assignment		
Executive Order 9424, Confirmatory License	Additional names & <u>address(es) attached?</u> ☐ Yes ☒ No	
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)		
10/883,664 filed July 6, 2004		
Additional numbers attached? ☐ Yes ☒ No		
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 1	
Name: BAKER & HOSTETLER LLP	7. Total for (27.0ED 1.01/b) 8.2.41)	
Internal Address:	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00 Authorized to be charged by credit card	
Street Address: Washington Square, Suite 1100	Authorized to be charged to deposit account	
1050 Connecticut Avenue, N.W.	☐ Enclosed☐ None required (government interest not aff s ting title)☐	
City: Washington	9229	
State: District of Columbia Zip: 20036-5304		
Phone Number: (202) 861-1500	8. Payment Information	
1 Hono (Valinbo): 1202/001 1000	-	
Fax Number: (202) 861-1783	a. Credit Card Last 4 Numbers	
-	a. Credit Card Last 4 Numbers <u>%</u> Expiration Date <u>\$</u> b. Deposit Account Number <u>50-2036</u> § <u>\$</u>	
Fax Number: (202) 861-1783	a. Credit Card Last 4 Numbers	
Fax Number: (202) 861-1783 Email Address: www.bakerlaw.com 9. Signature:	a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number 50-2036 Authorized User Name January 10, 200	
Fax Number: (202) 861-1783 Email Address: www.bakerlaw.com	a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number 50-2036 Authorized User Name	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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NUNC PRO TUNC PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment"), effective as of June 30, 2003 (the "Effective Date"), is from Genzyme Corporation, a Massachusetts corporation having an address of 500 Kendall Street, Cambridge, MA 02142 (hereinafter the "Assignor") to Teleflex-CT Devices Incorporated, a Delaware corporation having an address of 630 West Germantown Pike, Suite 450, Plymouth Meeting PA 19462 (hereinafter the "Assignee").

WHEREAS, pursuant to the terms of that certain <u>Asset Purchase Agreement</u> entered into between the Assignor and Assignee as of the Effective Date, wherein Assignor agrees to sell, transfer, assign, and deliver certain intellectual property assets, including certain "<u>Seller Technology</u>" (as defined in said Asset Purchase Agreement) which includes inventions necessary for the Assignee to conduct the "<u>Business</u>" (as defined in said Asset Purchase Agreement), said Business including the design, development, manufacture, sale and distribution of instruments and devices for minimally invasive cardiovascular surgery and minimally invasive vein and artery harvesting;

WHEREAS, said Seller Technology includes inventions embodied in issued United States Patent No. 6,805,666 and related United States patent application serial no. 10/883,664, each for a "PIVOTAL AND ILLUMINATED SAPHENOUS VEIN RETRACTOR WITH TAPERED DESIGN" by inventors Donna D. Holland and Douglas G. Evans, (the "Assigned Patents");

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, the Assignor agrees at the Assignee's request and expense to execute and deliver all lawful papers required to make any of the provisions in said Asset Purchase Agreement effective, and to generally provide all further cooperation, including taking such further action and executing such additional documents, which Assignee reasonably determines is necessary to secure, obtain or enforce proper patent protection for the Assigned Patents; and

WHEREAS, in order for any one or more of the Assigned Patents to be effectively assigned and transferred from Assignor to Assignee, Assignor and Assignee desire to enter into this *nunc pro tunc* Assignment to perfect the assignment and transfer of the Assigned Patents pursuant to the terms of the Asset Purchase Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intention to be legally bound and induce reliance, it is agreed:

- 1 -

Genzyme Corporation/Teleflex-CT Devices Incorporated
Nunc Pro Tunc Patent Assignment

- 1. Assignor does hereby assign and transfer to Assignee, *nunc pro tunc*, as of the Effective Date, the entire worldwide right, title and interest in the Assigned Patents, and the inventions embodied therein, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said patents or patent applications are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties, damages and payments due or payable as of the Effective Date or thereafter with respect thereto and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
- 2. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns.
- 3. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks and/or the applicable foreign authorities to record this Assignment as to the Assigned Patents.
- 4. If any term or provision of this Assignment is invalid, illegal or otherwise unenforceable in whole or in part in any jurisdiction, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties hereto as closely as possible in order that the transactions contemplated by this Assignment be consummated as originally contemplated to the greatest extent possible.
- 5. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

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Genzyme Corporation/Teleflex-CT Devices Incorporated Nunc Pro Tunc Patent Assignment IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized representative as of the day and year first above written.

Assignor: Genzyme Corporation	
Name: Richard D. Allison	
Title: Managing IP Counsel	
STATE OF Massachusetts)	
) :ss COUNTY OF Middlesex)	
The foregoing instrument was January , 2007, by Richard his/her act and deed, and the free act and deed.	· · · · · · · · · · · · · · · · · · ·
- The same was same area, and the free act and a	My commission expires: 3/15/3013
	My commission expires: 3/15/2013



- 3 -Genzyme Corporation/Teleflex-CT Devices Incorporated Nunc Pro Tunc Patent Assignment

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