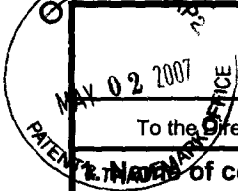


05-08-2007



103403207



To the Director of the U.S. Patent and Trademark Office

Documents or the new address(es) below.

1. Name of conveying party(ies)
Stanislaw Marczyk - April 23, 2007
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: United States Surgical Corporation
Internal Address: a division of Tyco Healthcare Group LP

3. Nature of conveyance/Execution Date(s):
Execution Date(s) April 23, 2007
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other

Street Address: 195 McDermott Road
City: North Haven
State: Connecticut
Country: USA Zip: 06473
Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s): This document is being filed together with a new application.
A. Patent Application No.(s)
11724,733
B. Patent No.(s)
DBYRNE 00000058 210550 11724733
40.00 DA
Additional numbers attached? Yes No

05/07/2007
01 FC:8021

5. Name and address to whom correspondence concerning document should be mailed:
Name: Kimberly V. Perry
Internal Address: Tyco Healthcare Group LP
Street Address: 195 McDermott Road
City: North Haven
State: Connecticut Zip: 06473
Phone Number: (203) 492-8239
Fax Number: (203) 492-8232
Email Address: Kimberly.Perry@Tycohealthcare.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 21-0550
Authorized User Name Kimberly V. Perry

9. Signature: Kimberly V. Perry Signature Date April 25, 2007
Name of Person Signing Total number of pages including cover sheet, attachments, and documents:

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

For: U.S. and/or Foreign Rights
For: U.S. Application or U.S. Patent
By : Inventor or Present Owner

ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNORS of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNORS:

Stanislaw Marczyk

(If assignment is by person or entity to whom invention was previously assigned and this was recorded in PTO add the following)

Recorded on: _____
Reel _____
Frame _____

hereby sells, assigns and transfers to

ASSIGNEE:

Tyco Healthcare Group LP
195 McDermott Road
North Haven, CT 06473
US

and the successors, assigns and legal representatives of the ASSIGNEE

the entire right, title and interest

an undivided _____ percent (_____%) interest for the United States and its territorial possessions

and in all foreign countries, including all rights to claim priority, the right to sue for present, past and future infringement, in the United States, its territorial possessions, and in all foreign countries, including all treaty and convention rights in and to the invention and any and all improvements entitled:

SURGICAL STAPLING APPARATUS WITH POWERED ARTICULATION

and which is found in

- (a) U.S. patent application executed on even date herewith.
- (b) U.S. patent application executed on _____.
- (c) U.S. application Serial No. 11/724,733 filed on 03/15/2007.
- (d) U.S. provisional application No. _____
filed on _____.
- (e) U.S. Patent No. _____ issued _____.
- (f) PCT application No. _____
filed on _____
 A change of address to which correspondence is to be sent regarding patent maintenance fees is being sent separately.
- (g) and any legal equivalent thereof in a foreign country, including the right to claim priority and, in and to, all Letters Patent to be obtained for said invention by the above application

or any continuation, continuation-in-part, divisional, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof

ASSIGNORS hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNORS hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all such Letters Patent to ASSIGNEE:

ASSIGNORS further covenants to promptly provide all pertinent facts and documents known and accessible to ASSIGNORS relating to said invention and said Letters Patent and legal equivalents; to testify as to the same in any interference, litigation or proceeding related thereto; to execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patents which may be granted therefor in said ASSIGNEE, its successors, assigns or other legal representatives; to execute any additional or divisional applications for patents for said invention, or any part or parts thereof, and for the reissue of any Letters Patents to be granted therefor; and to make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein, all without further compensation, but at the sole expense of ASSIGNEE, its successors, assigns, or other legal representatives.

ASSIGNORS hereby grants ASSIGNEE and Assignee's attorneys the power to insert the Serial No. and/or filing date of the above-described application(s) after such information becomes known to them.

IN WITNESS WHEREOF, I/We have hereunto set hand and seal.

WARNING: Date of signing must be the **same as** the date of execution of the application if item (a) was checked above.

Stan Marczyk
Stanislaw Marczyk

4-23-2007
Dated

State of Connecticut)

County of New Haven) ss

Before me this 23rd day of April 2007,

personally appeared Stanislaw Marczyk to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Erika T. Edwards
Notary Public

Erika T. Edwards
Notary Public
State of Connecticut
My Commission Expires
November 30, 2009

AFFIX SEAL