

06/11/07

06-18-2007

PATENT

Attorney Docket No.: M963.12-0003 / P-0024209.00 -- kmm



103417441

To the Commissioner for

ion Services - Please record the attached copy thereof.

1. Name of conveying party(ies):

- (1) Scott A. Sarkinen
- (2) James M. Haase
- (3) Ronald L. Mezera
- (4) Christian Peclat

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

3. Nature of Conveyance:

- [X] Assignment [] Merger [] Security Agreement
[] Change of Name [] Other _____

Execution Date: Scott A. Sarkinen: June 4, 2007
James M. Haase: June 4, 2007
Ronald L. Mezera: June 4, 2007
Christian Peclat: June 1, 2007

2. Name and address of receiving party(ies):

Name: Medtronic, Inc.

Internal Address: _____

Street Address: 710 Medtronic Parkway NE

City: Minneapolis, State: MN ZIP 55432-5604

Additional name(s) & address(es) attached? [] Yes [X] No

4A. Application No.(s)

11/796,622

If this document is being filed together with a new application, the execution date(s) of the application is: _____

Additional numbers attached? [] Yes [X] No

4B. Patent No.(s)

Additional numbers attached? [] Yes [X] No

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

Name: David R. Fairbairn
Street Address: Kinney & Lange, P.A.,
312 South Third Street
City: Minneapolis State: MN ZIP 55415-1002

6. Total number of applications and patents involved: [1]

7. Total fee (37 C.F.R. 3.41):.....\$ 40.00

The Commissioner is hereby authorized to charge any additional fee required under 37 C.F.R. 1.16 and 1.17 and credit any over payments to Deposit Account No.11-0982. Deposit Account Name: Kinney & Lange, P.A. A duplicate copy of this communication is enclosed.

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David R. Fairbairn
David R. Fairbairn

6/8/07
Date

Total number of pages including cover sheet, attachments and document: [6]

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ASSIGNMENT

WHEREAS, WE,

- (1) Scott A. Sarkinen, residing at 10850 Greenfield Road, Greenfield, MN 55357 U.S.A.;
- (2) James M. Haase, residing at 3016 Frank Street, Maplewood, MN 55109 U.S.A.;
- (3) Ronald L. Mezera, residing at ~~2017 Calstad Court, Burnsville, MN 55337~~ ^{5279 LINNEN TRAIL NORTH, LAKE ELMO 55042 EM} U.S.A.; and
- (4) Christian Peclat, residing at 25 Rue du Vully, 2000 Neuchatal, Switzerland.

have invented certain improvements in RESIDUAL ENERGY RECOVERY IN A DRUG DELIVERY DEVICE for which We have executed an application for Letters Patent of United States of America,

_____ is attached hereto.

X was filed on April 27, 2007 as United States Application No. 11/796,622 and Provisional Application No. filed _____; and

WHEREAS We hereby authorize and request the Assignee, Medtronic, Inc., to insert the filing date and application number of said application when known; and

WHEREAS, MEDTRONIC, INC., a corporation organized and existing under the laws of the State of Minnesota and having a principal place of business at 710 Medtronic Parkway NE, Minneapolis, Minnesota 55432-5604, hereinafter referred to as "Corporation," is desirous of acquiring the entire right, title and interest in and to said invention for the United States and for all foreign countries and in and to any and all foreign and domestic Letters Patent which may be granted therefor;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, We have sold, assigned, transferred and set over and by these presents do sell, assign, transfer and set over unto Corporation, its successors and assigns, the entire right, title and interest in and to said invention and the entire right, title and interest in and to any and all Letters Patent of the United States (including, without limitation, every patent application identified above) and any foreign countries which may be granted therefor including my rights under the International Convention for the Protection of Industrial Property, and in and to any and all extensions, divisions, continuations, continuations-in-part or reissues of said Letters Patent that may be granted, the same to be held and enjoyed by Corporation for its own use and benefit and use and benefit of its successors and assigns to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by me had this assignment and sale not been made;

AND, for the consideration aforesaid, we materially represent to Corporation, its successors and assigns, that at the time of the execution and delivery of these presents, We are the lawful owners of the entire right, title and interest in and to the invention, application and Letters Patent above mentioned, and that the same are unencumbered, and that we have good right and lawful authority to sell and convey the same in the manner herein set forth;

AND, for the consideration aforesaid, we hereby individually covenant and agree to and with Corporation, its successors and assigns, that whenever its counsel or the counsel of its successors or assigns, learned in the law, shall advise that an amendment or division of, or continuation or any continuation-in-part thereof, or any other proceeding in connection with the filing or prosecution of said domestic or foreign patent applications, including interference proceedings, is lawful and desirable, or that a reissue of extension of said Letters Patent is lawful and desirable, we, or my executors, administrators or assigns will sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue or extension of the same, without charge to Corporation, its successors or assigns, but at Corporation's expense.

We hereby request the Honorable Commissioner of Patents and Trademarks to issue the Letters Patent to Corporation in accordance with this instrument.


IN WITNESS WHEREOF, I have hereunto set my hand on this 4th day of June, 2007.


Scott A. Sarkinen

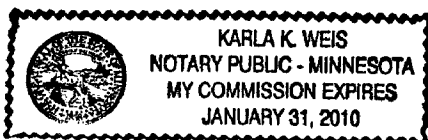
STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this 4th day of June, 2007, before me personally appeared Scott A. Sarkinen, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my official signature with the seal of my office, the day and year above written.


Notary Public

[SEAL]



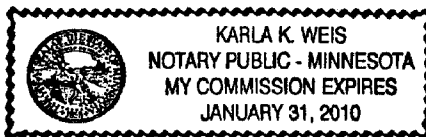
IN WITNESS WHEREOF, I have hereunto set my hand on this 4th day of June, 2007.

James M. Haase
James M. Haase

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this 4th day of June 2007, 2007, before me personally appeared Scott A. Sarkinen, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my official signature with the seal of my office, the day and year above written.



Karla K. Weis
Notary Public

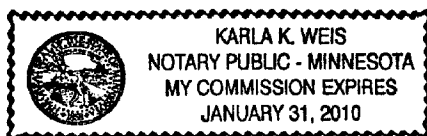
IN WITNESS WHEREOF, I have hereunto set my hand on this 4th day of JUNE, 2007.

Ronald L. Mezera
Ronald L. Mezera

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this 4th day of June, 2007, before me personally appeared Scott A. Sarkinen, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my official signature with the seal of my office, the day and year above written.



Karla K. Weis
Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand on this 1st day of June, 2007.



Christian Peclat

Signed before me at Rüschfeld-Berne,
a witness, this 1st day of June, 2007. (Location)



Witness

Katharina Bolz

☒ This is the final page of this Assignment.