

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Robert F. Rioux</td> <td>01/12/2004</td> </tr> <tr> <td>Paul DiCarlo</td> <td>01/12/2004</td> </tr> </tbody> </table>		Name	Execution Date	Robert F. Rioux	01/12/2004	Paul DiCarlo	01/12/2004
Name	Execution Date						
Robert F. Rioux	01/12/2004						
Paul DiCarlo	01/12/2004						
RECEIVING PARTY DATA							
Name:	SciMed Life Systems, Inc.						
Street Address:	One SciMed Place						
City:	Maple Grove						
State/Country:	MINNESOTA						
Postal Code:	55311-1566						
PROPERTY NUMBERS Total: 1							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12119010</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12119010		
Property Type	Number						
Application Number:	12119010						
CORRESPONDENCE DATA							
Fax Number:	(202)842-7899						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
Phone:	202-842-7800						
Email:	zpatdcdocketing@cooley.com						
Correspondent Name:	COOLEY GODWARD KRONISH LLP ATTN: Patent						
Address Line 1:	Suite 1100						
Address Line 2:	777 - 6th Street, NW						
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20001						
ATTORNEY DOCKET NUMBER:	BSCI-005/01US 027060-2949						
NAME OF SUBMITTER:	Nancy A. Vashaw						

CH \$40.00 12119010

Total Attachments: 3
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 source=BSCI-005-01US-Assign#page2.tif

Attorney Docket No: BSCI005/00US

PATENT

**ASSIGNMENT
(Joint)**

Robert J. RIOUX, residing at 5 Esther Lane, Ashland, MA 01721; and Paul DiCARLO, residing at 10 Starrett Ave., Middleboro, MA, (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **SYSTEM AND METHOD FOR PERFORMING ABLATION USING A BALLOON**, and which is a:

- (1) provisional application
- (a) to be filed herewith; or
- (b) bearing Application No. , and filed on ; or
- (2) non-provisional application
- (a) to be filed herewith; or
- (b) bearing Application No. , and filed on .

WHEREAS, SciMed Life Systems, Inc., a corporation duly organized under and pursuant to the laws of Minnesota, and having its principal place of business at One SciMed Place, Maple Grove, Minnesota 55311-1566, USA (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 12 JAN 04

By: *Robert J. Rioux*
Robert J. RIOUX

State of Massachusetts)
 County of Middlesex)^{SS.}

On January 12, 2004, before me, Cathleen Dyer, personally appeared Robert Rioux, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Cathleen Dyer
Signature of Notary Public

CATHLEEN KAY DYER
 Notary Public
 Commonwealth of Massachusetts
 My Commission Expires
 March 8, 2007

Place Notary Seal Above

Date: 1-12-09

By: *Paul DiCarlo*
Paul DiCARLO

State of Massachusetts)
 County of Middlesex)^{SS.}

On January 12, 2004, before me, Cathleen Dyer, personally appeared Paul DiCarlo, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Cathleen Dyer
Signature of Notary Public

CATHLEEN KAY DYER
 Notary Public
 Commonwealth of Massachusetts
 My Commission Expires
 March 8, 2007

Place Notary Seal Above

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