# 11431377

# CH \$80.00

# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Shawn P. Fojtik	07/31/2008

### **RECEIVING PARTY DATA**

Name:	Covidien AG	
Street Address:	Victor von Bruns-Strasse 19	
City:	Neuhausen am Rheinfall	
State/Country:	SWITZERLAND	
Postal Code:	8212	

### PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	11431377
Patent Number:	7041084

## **CORRESPONDENCE DATA**

Fax Number: (314)654-3156

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

Phone: Anthony R. Kinney

Email: tammy.ginn@covidien.com

Correspondent Name: Covidien

Address Line 1: 675 McDonnell Boulevard
Address Line 4: Hazelwood, MISSOURI 63042

ATTORNEY DOCKET NUMBER:	H-MI-00248 US ASG IMLF
NAME OF SUBMITTER:	Anthony R. Kinney

Total Attachments: 2

source=H-MI-00248 Asg Inv to CovAG#page1.tif source=H-MI-00248 Asg Inv to CovAG#page2.tif

PATENT REEL: 021339 FRAME: 0138

500612470

### ASSIGNMENT

**FOR GOOD AND VALUABLE CONSIDERATION,** the receipt, sufficiency and adequacy of which are hereby acknowledged, Shawn P. Fojtik ("ASSIGNOR"), an individual, does hereby:

SELL, ASSIGN AND TRANSFER to Covidien AG, a Swiss corporation having a place of business Victor von Bruns-Strasse 19, 8212 Neuhausen am Rheinfall, Switzerland ("ASSIGNEE"), effective as of 5 May 2008, the entire right, title and interest for the United States and all foreign countries in and to any and all improvements which are disclosed in United States Letters Patent 7,041,084, issued May 9, 2006, titled HAND-HELD, HAND OPERATED POWER SYRINGE AND METHODS, such patent and all divisional, continuing, substitute, renewal, reissue and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all foreign countries relating to any of such improvements, including Japanese Application No. 2002-591059 (Publication No. JP 2004527333) filed on May 23, 2002, European Application No. 02739370.1 (Publication No. 1399207) filed on May 23, 2003, and WIPO Publication No. WO 02/094343; all original, reexamined and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application made in the United States;

**AUTHORIZE** the ASSIGNEE to apply for and receive any and all United States and foreign patents relating to such improvements in its own name;

**AUTHORIZE AND REQUEST** the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the ASSIGNEE;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, to execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications relating to any and all such improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything possible which the ASSIGNEE shall consider desirable for vesting title to such improvements in the ASSIGNEE, and to secure, maintain, defend and enforce valid and enforceable patent protection for such improvements;

PATENT REEL: 021339 FRAME: 0139 AGREE AND ACKNOWLEDGE that the SALE, ASSIGNMENT AND TRANSFER of rights and property set forth herein is and shall be IRREVOCABLE and BINDING upon the heirs, assigns, representatives and successors of each undersigned ASSIGNOR and EXTEND to the successors, assigns and nominees of the ASSIGNEE.

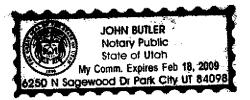
ASSIGNOR:

Shawn P. Fojt)k

COUNTY OF Summit)

STATE OF Whah ; ss

On this 31 day of dwy, 2008, before me personally appeared Shawn P. Fojtik to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.



Notary Public in and for said County and State

My Commission Expires:

**RECORDED: 08/05/2008** 

2-18-09

PATENT REEL: 021339 FRAME: 0140