# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Jon T. McIntyre	07/26/2008
Jessica Hixon	08/04/2008
Isaac Ostrovsky	07/25/2008
Jozef Slanda	07/25/2008

### **RECEIVING PARTY DATA**

Name:	BOSTON SCIENTIFIC SCIMED, INC.
Street Address:	One Scimed Place
City:	Maple Grove
State/Country:	MINNESOTA
Postal Code:	55311-1566

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12191485

### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: BSCU-150/01US 027060-2989

NAME OF SUBMITTER: Scott B. Weston

Total Attachments: 6

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**REEL: 021390 FRAME: 0912** 

**PATENT** 

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> PATENT REEL: 021390 FRAME: 0913

#### ASSIGNMENT

Jon T. McIntyre, residing at 429 Waltham Street, Newton, MA 02465; Jessica Hixon, residing at 24 Church Street, Apartment 21, Watertown, MA 02472; Isaac Ostrovksy, residing at 5 Willow Street, Wellesley, MA 02481; and Jozef Slanda, residing at 24 Claudette Drive, Milford, MA 01757 (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 MEDICAL INSTRUMENT WITH A DEFLECTABLE DISTAL PORTION, and which is a:

(1)	[] provisiona	l application		
	(a)	[] to be filed herewith; or		
	(b)	[] bearing Application No.	, and filed on	; or
(2)	[X] non-prov	visional application		
	(a)	[] to be filed herewith; or		
	(b)	[X] bearing Application No.	12/191,485, and	filed on
		August 14, 2008.		

WHEREAS, BOSTON SCIENTIFIC SCIMED, 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 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention; 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; any application for patent of the United States or other countries claiming priority to these application; any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent 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 KRONISH 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.

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PATENT REEL: 021390 FRAME: 0915

Date: 26	July	2008

By: Jon T. MeIntyre

Commonwealth of
County of
On Juy 26 200 before me, Thomas & Wolf, Notary Public, personally appeared John Many Many Public, personally known
Public, personally appeared Jon Manney, personally known
to me or proved to me on the basis of satisfactory evidence, to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in his
capacity, and that by his signature on the instrument the person, or the entire person of the
which the person acted, executed the instrument.  WITNESS my hand and official seal.  WITNESS my hand and official seal.  OF MASSACE  OF M
Signature of Notary Public Place Notary Seal Above
My Commission Expires:  Notary Public, Massachusetts My Comm. Expires May 29, 2009  Notary Public, Massachusetts My Comm. Expires May 29, 2009

Signature of Notary Public

My Commission Expires: 13 Feb 15

Place Notary Seal Above

Date: July 25, 2008 By: I.

County of Middle sex

On 25 July, 2008, before me, Tina R King, Notary Public, personally appeared Isaac Ostrovsky, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

TINA R. KING
Notary Public

WITNESS my hand and official seal.

Place Notary Seal Above

My Commission Expires: 13 Feb 2015

Date: 07-25-2008 By: Jozef Slanda
Commonwealth of Massachusetts)  Ss.  County of Middle sex  On 25001,2008, before me, Tina R King, Notary  Public, personally appeared Jozef Slanda, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the
WITNESS my hand and official seal.  TINA R. KING Notary Public Commonwealth of MASSACHUSETTS My Commission Expires February 13, 2015  Place Notary Seal Above  My Commission Expires: 13 Fe b 2008

**RECORDED: 08/14/2008** 

**PATENT REEL: 021390 FRAME: 0919**