

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Frank J. Viola		08/27/2008
RECEIVING PARTY DATA		
Name:	Tyco Healthcare Group LP	
Street Address:	60 Middletown Avenue	
City:	North Haven	
State/Country:	CONNECTICUT	
Postal Code:	06473	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	12203261	
CORRESPONDENCE DATA		
Fax Number:	(203)492-8388	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203-492-5000	
Email:	Erika.Edwards@Covidien.com	
Correspondent Name:	Tyco Healthcare Group LP	
Address Line 1:	60 MIDDLETOWN AVENUE	
Address Line 4:	NORTH HAVEN, CONNECTICUT 06473	
ATTORNEY DOCKET NUMBER:	H-US-00655 (203-5609)	
NAME OF SUBMITTER:	Mark Farber	
Total Attachments: 2 source=HUS00655Assignment#page1.tif source=HUS00655Assignment#page2.tif		

CH \$40.00 12203261

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PATENT
 REEL: 021473 FRAME: 0280

PATENT

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: Frank J. Viola

(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
60 Middletown Avenue
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:

MATERIALS DELIVERY SYSTEM FOR STAPLING DEVICE

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. _____ filed on _____.
- (d) ☒ U.S. provisional application No. 60/995,024 filed on September 24, 2007.
- (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 covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

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

ASSIGNORS further covenant 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 therefore 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 therefore; 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 grant 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.



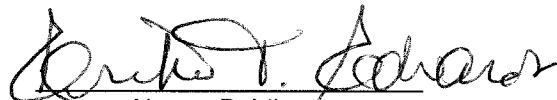
Frank J. Viola

8/27/08
(Dated)

State of Connecticut)
) ss
County of New Haven)

Before me this 27 day of August 2008,

personally appeared **Frank J. Viola** to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he/she executed the same of his own free will for the purposes therein set forth.



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

AFFIX SEAL