

# PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Stanislaw Kostrzewski		11/14/2008
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:	12249182	
CORRESPONDENCE DATA		
Fax Number:	(203)492-8232	
<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-01479 (203-6214)	
NAME OF SUBMITTER:	Kimberly V. Perry	
Total Attachments: 2 source=HUS01479Assignment#page1.tif source=HUS01479Assignment#page2.tif		

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PATENT  
REEL: 021866 FRAME: 0343

**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 ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

**ASSIGNOR: Stanislaw Kostrzewski**

(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:

**SURGICAL INSTRUMENT WITH PIVOTABLE JAW MEMBER**

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. 12/249,182 filed on October 10, 2008.
- (d) ☐ U.S. provisional application No. \_\_\_\_\_ filed on \_\_\_\_\_.
- (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.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all such Letters Patent to ASSIGNEE:

ASSIGNOR further covenants to promptly provide all pertinent facts and documents known and accessible to ASSIGNOR 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.

ASSIGNOR hereby grants 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.


  
\_\_\_\_\_  
Stanislaw Kostrzewski

11-14-08  
\_\_\_\_\_  
(Dated)

State of Connecticut    )  
                                  ) ss  
County of New Haven    )

Before me this 14 day of NOVEMBER 2008,

personally appeared **Stanislaw Kostrzewski** 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

AFFIX SEAL

**SUSAN S. RICKARD**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES AUG. 31, 2011