## H \$40.00 134895 636681

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## RECORDATION FORM COVER SHEET

## **PATENTS ONLY**

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office Attorney Docket No. P0008264.00 (134.03470101)

To the Honorable Commissioner of Patents and Trademarks: Pleas	se record the attached original documents or copy thereof.
1. Name of conveying party(ies):	2. Name and address of receiving party(les):
Michael J. Ebert     Kenneth R. Brennen	Name: Medtronic, Inc.
Additional name(s) of conveying party(ies) attached?Yes _x_No	
3. Nature of conveyance:	Street Address: 710 Medtronic Parkway N.E.
x Assignment Merger Security Agreement Change of Name License Other	City: Minneapolis State: MN ZIP: 55432-5640
Execution Date:1) May 18, 2009; 2) May 15, 2009	Additional name(s) & address(es) attached?Yes _X_No
4. Application number(s) or patent number(s):	<del></del>
If this document is being filed together with a new application,	the execution date of the application is:
A. Patent Application No(s).	B. Patent No(s). 6,366,819
Title: BIOSTABLE SMALL FRENCH LEAD	)
Additional numbers attached?Yes _X_No	
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 1
Name: Ann M. Mueting Address: MUETING, RAASCH & GEBHARDT, P.A.	7. Total fee (37 CFR §3.41): \$ 40.00
P.O. Box 581336 Minneapolis, MN 55458-1336	Enclosed  X Authorized to be charged to deposit account 13-489.
Customer Number 26813	8. Please charge any additional fees or credit any overpayments to Deposit account number: <u>13-4895</u>
DO NOT USE	THIS SPACE
9. Statement and signature.	
To the best of my knowledge and helief, the foregoing information a copy of the original document.  Ann M. Mueting, Reg. No. 33,977  Name of Person Signing	is true and correct and any attached copy is an original or a true  Multiple Street St
Total number of pages including cover s	heet, attachments, and document(s): 3

Assignment Services Branch
U.S. Patent and Trademark Office
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Fax No.: 571-273-0140

**PATENT** 

REEL: 022793 FRAME: 0208

ATTORNEY DOCKET: P0008264.00

(134.03470101)

## **ASSIGNMENT**

WHEREAS, we, <u>Michael J. Ebert, and Kenneth R. Brennen</u>, are two of the inventors of <u>BIOSTABLE SMALL FRENCH LEAD</u> for which an application for a United States Patent was filed on October 3, 2000 under Serial No. 09/677,914 and issued on <u>April 2, 2002</u>, as U.S. Patent No. <u>6,366,819</u>;

WHEREAS, <u>MEDTRONIC, INC.</u> a corporation organized and existing under the laws of the <u>State of Minnesota</u> and having a principal place of business at <u>710 Medtronic Parkway N.E.</u>, <u>Minneapolis</u>, <u>Minnesota 55432-5640</u>, hereinafter referred to as "Corporation," is desirous of acquiring the entire right, title and interest in and to said invention for the United States and for all foreign countries and in and to any and all foreign and domestic Letters Patent which may be granted therefor:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we have sold, assigned, transferred and set over and by these presents do sell, assign, transfer and set over unto Corporation, its successors and assigns, our entire right, title and interest in and to said invention and our entire right, title and interest in and to any and all Letters Patent of the United States and any foreign countries which may be granted therefor including our rights under the International Convention for the Protection of Industrial Property, and in and to any and all extensions, divisions, continuations, continuations-in-part or reissues of said Letters Patent that may be granted, the same to be held and enjoyed by Corporation for its own use and behoof and use and behoof of its successors and assigns to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by us had this assignment and sale not been made, including the right to enforce such Letters Patent as fully and entirely as the same would have been held and enjoyed by the assignors if this assignment had not been made; together with all claims by assignors for damages by reason of past infringement or for provisional rights and including the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives;

AND, for the consideration aforesaid, we materially represent to Corporation, its successors and assigns, that at the time of the execution and delivery of these presents, we are two of the lawful owners of the entire right, title and interest in and to the invention, application and Letters Patent above mentioned, and that the same are unencumbered, and that we have good right and lawful authority to sell and convey the same in the manner herein set forth;

AND, for the consideration aforesaid, we hereby individually covenant and agree to and with Corporation, its successors and assigns, that whenever its counsel or the counsel of its successors or assigns, learned in the law, shall advise that an amendment or division of, or continuation or any continuation-in-part thereof, or any other proceeding in connection with the filing or prosecution of said domestic or foreign patent applications, including interference proceedings, is lawful and desirable, or that a reissue of extension of said Letters Patent is lawful and desirable, we, or our executors, administrators or assigns will sign all papers and drawings, take all rightful oaths, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue or extension of the same, without charge to Corporation, its successors or assigns, but at Corporation's expense.

ASSIGNMENT Page 1 of 2 P0008264.00 (134.03470101)

PATENT REEL: 022793 FRAME: 0209

**RECORDED: 06/05/2009** 

Patent to Corporation in accordance with this instrumen	of Patents and Trademarks to issue the Letters t.
IN WITNESS WHEREOF, I have hereunt	o set my hand on this1 <u>S</u> day of
STATE OF Minnesota.  COUNTY OF RAMSCY	Mighael J. Ebert
On this day of Mouse Michael J. Ebert, to me known to be the person describ and acknowledged that he executed the same as his free	e act and deed.
IN WITNESS WHEREOF, I have hereunto affix the day and year above written.	ed my official signature with the seal of my office,
CARRIE M ARCAND Notary Public Minnesota My Commission Expires January 31, 2010	Motary Public
I hereby request the Honorable Commissioner of Patent Corporation in accordance with this instrument.	s and Trademarks to issue the Letters Patent to
Corporation in accordance with this instrument.	s and Trademarks to issue the Letters Patent to set my hand on this <u>/チーナ</u> day of
IN WITNESS WHEREOF, I have hereunto	
IN WITNESS WHEREOF, I have hereunto Max 2009.  STATE OF Minnesota	
IN WITNESS WHEREOF, I have hereunto	
IN WITNESS WHEREOF, I have hereunto Max 2009.  STATE OF Minnesota	set my hand on this
IN WITNESS WHEREOF, I have hereunto May 2009.  STATE OF Minnesota  COUNTY OF Remsel  On this 15th day of May  Kenneth R. Brennen, to me known to be the person instrument and acknowledged that he executed the same IN WITNESS WHEREOF, I have hereunto affixe	set my hand on this day of
IN WITNESS WHEREOF, I have hereunto May 2009.  STATE OF Minnesota  COUNTY OF Remsey  On this 15th day of May Menneth R. Brennen, to me known to be the person instrument and acknowledged that he executed the same	set my hand on this day of

**PATENT** 

**REEL: 022793 FRAME: 0210**